

**Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
North Pittsburgh Systems, Inc. and)	
Consolidated Communications Holdings, Inc.)	WC Docket No. 07-151
Domestic Section 214 Application for)	
Transfer of Control)	

Declaration of Kevin Albaugh

1. My name is Kevin Albaugh, Vice President of Regulatory Affairs for North Pittsburgh Telephone Company (“NPTC”). I have been in this position for 9 years. In this position I am responsible for overseeing compliance with regulations of both the Federal Communications Commission (“FCC”) and the Public Utility Commission of Pennsylvania. I have been involved with and know the details of the negotiations between the various affiliates of Salsgiver Communications, Inc. and NPTC since they began in 2004.

2. When Salsgiver Communications, Inc. affiliate Salsgiver, Inc. first approached NPTC in April 2004 about pole attachments, it only represented to NPTC that it provided data communications. Because Salsgiver Inc. did not appear to be a cable TV or telecommunications provider, but rather appeared to be providing only Internet access service, NPTC was uncertain whether Salsgiver was entitled to pole attachments under the law. When Salsgiver Communications, Inc. finally produced a cable TV franchise in the fall of 2004, NPTC negotiated in good faith and signed a pole attachment agreement with Salsgiver Communications, Inc. as a cable TV provider, with an effective date of September 30, 2005.

3. Salsgiver Telecom, Inc. an affiliate of both Salsgiver, Inc. and Salsgiver Communications, Inc., then sought access to NPTC’s poles as a competitive access provider in Pennsylvania, which request was the subject of a complaint filed by Salsgiver Telecom, Inc. against NPTC with the FCC. Another competitive access provider also filed such an FCC complaint, which was granted in February 2007. *DQE Communications Network Services, LLC v. North Pittsburgh Telephone Co.*, 22 FCC Rcd 2112 (Enf. Div., rel. Feb. 2, 2007).

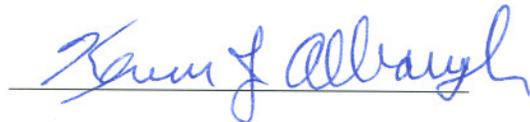
4. Based on the *DQE* precedent (which occurred prior to the FCC’s decision with respect to Salsgiver Telecom’s FCC pole attachment complaint), NPTC, through its legal counsel, sent a letter to Salsgiver on March 2, 2007 offering to permit pole attachments based on Salsgiver Telecom’s status as a competitive access provider. *See* Attachment 1. In that letter, NPTC offered to begin negotiations on a pole attachment agreement based on the previously signed CATV pole attachment agreement between Salsgiver Communications Inc., its affiliate, and NPTC, but which would be adapted for CAP services. In that same letter, NPTC offered to make pole attachment permits available promptly, even before an agreement was signed. In order to expedite that offer, it attached the necessary paperwork Salsgiver Telecom, Inc. could utilize to immediately request permits for pole attachments.

5. On May 29, 2007, Loren Salsgiver, on behalf of Salsgiver Telecom, requested by electronic mail that NPTC permit pole attachment on a list of 76 specific poles. NPTC immediately conducted the necessary field survey of the requested poles, required under NPTC's normal procedures for pole attachments, to see if the requested pole attachments required any make-ready work prior to granting the permits. On July 13, 2007, NPTC mailed Salsgiver Telecom, Inc. three signed permits that would authorize Salsgiver to attach to these 76 poles, contingent on Salsgiver signing the permits and returning copies of the executed permits to NPTC along with a check for \$17,641, the estimate for the cost of conducting make-ready work for these poles, which NPTC was prepared to immediately undertake upon receipt of the executed permits and the fee payment. *See Attachment 2.* These procedures are clearly provided for in the cable TV pole attachment agreement that Salsgiver Communications, Inc. had already signed with NPTC and are similar to provisions contained in other NPTC pole attachment agreements. All of these procedures are standard and are followed by all other companies that attach to NPTC's poles. NPTC has been utilizing these procedures for well over 50 years without complaint.

6. Salsgiver Telecom, Inc. has never responded to this request for its signature on the pole attachment permits and has not sent a check for the estimated costs of the make-ready work. Salsgiver Telecom, Inc. has never told NPTC why it has not proceeded with these pole attachments. NPTC stands ready, willing, and able to permit the pole attachments (upon completion of the make-ready work) if these two steps are taken.

7. I declare under penalty of perjury that the foregoing, as well as the facts allege in the ex parte cover letter to this declaration, are true and correct to the best of my information and belief.

Executed on October 22, 2007

A handwritten signature in blue ink, reading "Karen J. Albright", is written over a horizontal line.

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CHARLES E. THOMAS
(1913 - 1998)

March 2, 2007

Ralph F. Manning, Esq.
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

Re: Salsgiver Telecom, Inc. Pole Attachment Agreement with North Pittsburgh Telephone Company

Dear Ralph:

This concerns the request made by Salsgiver Telecom, Inc. ("Salsgiver Telecom") for a pole attachment agreement with North Pittsburgh Telephone Company ("NPTC") similar to the one which Salsgiver Communications, Inc. (Salsgiver Communications) has with NPTC. In your letter of October 12, 2005, to Kevin Albaugh, Vice President – Regulatory Affairs, NPTC, you enclosed the Salsgiver Communications/NPTC pole attachment agreement as modified by Salsgiver Telecom for Salsgiver Telecom and NPTC use (the "October 12, 2005 draft"). (See enclosed.)

NPTC is willing to enter into a pole attachment agreement with Salsgiver Telecom and to use the October 12, 2005 draft as a platform for discussion and, hopefully, finalization in relatively short order. But rather than wait until the agreement is finalized, NPTC is willing to accept pole attachment applications and make ready work authorizations from Salsgiver Telecom so that the attachment request process may begin. Enclosed for Salsgiver Telecom's use are Exhibit I, Sheet 1 and Exhibit I, Sheet 2 from the Salsgiver Communications - NPTC pole attachment agreement. The CATV references have been removed. Also enclosed are agreement Exhibit II through Exhibit VII. If Salsgiver Telecom has any questions about completion of Exhibit I, Sheets 1 & 2 or interpretation of the cable clearance and placement diagrams in Exhibits IV through VII, it may contact Gabe White, OSP Engineering Manager, NPTC.

Please feel free to call or email me if you have any questions about the subject of this letter or any related matter.

Yours truly,



John Alzamora

enclosures

cc: Kevin J. Albaugh, NPTC
Gabe White, NPTC

POLE ATTACHMENT APPLICATION AGREEMENT

THIS AGREEMENT ("Agreement"), entered this ____ day of _____ 2005 by and between North Pittsburgh Telephone Company, a Pennsylvania corporation with principal offices located at 4008 Gibsonia Road, Gibsonia, PA 15044 (hereinafter called "Licensor") and Salsgiver Telecom, Inc., a corporation with principal offices located at 301 5th Street, Freeport, Pa. 16229 (hereinafter called "Salsgiver").

WITNESSETH:

WHEREAS, Salsgiver is a Competitive Access Provider ("CAP") by authority of the Pennsylvania Utility Commission ("PUC") and wishes to license use of Licensor's utility poles, ducts and conduits to attach and install Salsgiver's cable and Facilities to provide telecommunications services for all PUC permitted uses.

WHEREAS, to make such attachments and installations Salsgiver seeks to apply for a license from Licensor to attach its cable and Facilities to utility poles, ducts and conduits owned or controlled by Licensor; and

WHEREAS, Licensor is willing to grant Salsgiver a revocable, non-exclusive license or Permit to attach and install said cable and Facilities to designated utility poles, ducts and conduits for the above-stated uses, which grant shall be subject to the terms, conditions and limitations of this Agreement, including those limitations concerning, but not limited to: the service obligations and legal duties of Licensor, such restrictions as may exist for rights-of-way, pole, duct, and conduit capacity and availability, public safety, the prevention and avoidance of wind, ice loading and other hazards, and the maintenance of the structural and operational integrity of the poles, ducts, conduits, cables, equipment, power supplies and facilities of Licensor and of the Facilities of other users of Licensor's poles, ducts, and conduits;

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have these definitions:

1.1 Anchor

A device, structure or assembly, which stabilizes a pole and holds it in place through connection to an Anchor rod and which is typically embedded in the ground.

1.2 Anchor Rod

A metal rod connected to an Anchor and to which a Guy Strand is attached. Also known as a "Guy Rod".

1.3 Application

As may be further described in this Agreement and in the exhibits thereto, a written request from Salsgiver, on such form as Licensor may require, for a revocable, non-

exclusive license or Permit from Licensor for Salsgiver to make an attachment of its Facilities on Licensor's Pole(s) for the use or uses and purposes stated in this Agreement.

1.4 Application Survey

Salsgiver's determination of which of Licensor's Poles Salsgiver wishes to attach its Facilities to.

1.5. Construction Standards

Standards and criteria for the arrangement, clearances, attachment and/or location of Facilities, transmission wires and cables and of associated cable related equipment, Guys, Anchor Rods, Anchors, etc. on or at a Pole of Licensor as such arrangement, clearances, etc. are depicted by the measurements, space allocations and locations shown in Exhibits IV through VII of this Agreement and as they may be further dictated by any and all standards as set forth by the latest edition of the National Electric Safety Code and the National Electrical Code, by generally accepted engineering and safety practices, and by applicable laws, codes, rules, orders and regulations, including OSHA standards.

1.6 Facilities.

An attacher's (A) transmission wire or cable attached, or to be attached, to Licensor's Pole and the attacher's wire or cable-related equipment such as Guys, hardware, Anchors, etc. necessary to secure its attachment and (B) its appurtenances (i) that must be attached to Licensor's Poles because they cannot be secured to a suspension strand or cable or on a stand, a pad, pedestal or other ground fixture or (ii) that Licensor attaches to its poles or licenses others to attach to its poles.

1.7 Guy or Guy Strand

A metal cable of high tensile strength which is attached to a utility pole and Anchor Rod, Anchor, or another Pole for the purpose of reducing Pole stress.

1.8 Joint Owner

An entity having a co-ownership interest with Licensor in a Pole, Anchor, and/or Anchor Rod.

1.9 Joint User

An entity other than Salsgiver or Licensor which has, or may hereafter have, a right of use of Licensor's Poles.

1.10 Licensor's Poles or Pole(s)

The telephone system distribution poles, ducts and conduits used and controlled by Licensor, solely or jointly, through ownership or other legal arrangement and upon which Licensor may permit a third party to make attachment.

1.11 Make-Ready Cost

Costs including, but not limited to, the cost of the Make-Ready Survey and the cost, determined on a time and material basis or, in the case of use of a contractor to perform work, the charge to Licensor, of the materials, labor, engineering, supervision, overheads, clearing, and tree-trimming and the rearrangements, transfers, replacements, or removals of facilities for accommodation of Salsgiver's requested attachments on Licensor's Poles. ("Engineering" includes, but is not limited to, design, proper conductor spacing and bonding, and calculations to determine needed clearances and Guy strength requirements for both horizontal and traverse loading.) Make-Ready Costs may also include the cost of changing out of any and all Poles and may include the cost of installation and/or removal of Guys, Anchors, stubs, temporary construction and all other construction and installation needed under the Construction Standards.

1.12 Make-Ready Survey

Licensor's survey, review, and inspection of the status, condition, location, and capacity of Licensor's Poles and determination of whether sufficient capacity exists on the Licensor's Poles to accommodate the attachment of Salsgiver's Facilities under this Agreement and, if such capacity exists, Licensor's determination of the Make-Ready Work needed for such accommodation.

1.13 Make-Ready Work

As decided by Licensor in its reasonable judgment and discretion exercised on a non-discriminatory basis, the work necessary to accommodate the attachment of Salsgiver's Facilities on Licensor's Pole or Poles, which work may include the rearrangement and/or transfer of existing Facilities on a Licensor Pole or Poles, the replacement of a Licensor Pole or any other changes or work needed to assure that Construction Standards are met by the attachment and that the attachment will not interfere with existing facilities of Licensor or of joint users and with the use of the Licensor Pole by Licensor or joint users. Make-Ready Work shall not include correcting pre-existing safety violations of Licensor or Joint Users.

1.14 Permit

As used in this Agreement and its exhibits, "Permit" means the same as "license" and vice-versa.

1.15 Suspension Strand

A metal cable of high tensile strength attached to a pole and used to support Facilities. Also known as "messenger cable".

1.16 Conduit

A structure containing one or more ducts, usually placed in the ground, in which cables or wires may be installed and which is not, prior to approval of a license to Salsgiver hereunder, otherwise reserved for Licensor's exclusive use.

1.17 Duct

A single enclosed raceway for conductors, cable and/or wire and which is not, prior to approval of a license to Salsgiver hereunder, otherwise reserved for Licensor's exclusive use.

1.18 Additional Definitions

Unless otherwise defined herein, the terms and definitions used in the Federal Cable Communications Act of 1984, as amended and supplemented by the Federal Cable Communications Act of 1992 and the Federal Telecommunications Act of 1996, and in the regulations thereto and in successor legislation and regulation (the "Cable Act") are hereby incorporated by reference.

ARTICLE II
SCOPE OF AGREEMENT

2.1 General Purpose and Terms

The general purpose of this Agreement is to set forth the terms and conditions by which Salsgiver may apply for a revocable, non-exclusive license to attach Salsgiver's Facilities to Licensor's Poles for Salsgiver's provision of telecommunication services for PUC permitted uses to subscribers. Before Salsgiver may make an attachment to any of Licensor's Poles, it shall (A) conduct an Application Survey, (B) submit a completed Application including signature (Exhibit I of this Agreement) to Licensor which contains any documents required by the Application and this Agreement, and, inter alia, lists each Licensor Pole it wishes to attach to and the changes it wishes on each such Licensor Pole, (C) await Licensor's determination of whether Salsgiver's attachments can be accommodated on Licensor's Poles, the Make-Ready Work needed to accommodate Salsgiver's attachments, and the estimated cost of the Make-Ready Work, (D) pay Licensor's estimated cost of the Make-Ready Work, (E) have presented the certificates of insurance required by Section 6.11 of this Agreement, (F) await the completion of Make-Ready Work and the Licensor's issuance of a written Permit or license for the attachment(s) to proceed, and (G) acquire such land owner permissions and governmental licenses, approvals, and certifications as may be needed for Salsgiver to proceed with its attachments. Failure by Salsgiver to initiate and complete the attachment(s) within the time specified in this Agreement shall void the attachment Permit or license issued by Licensor. Nothing in this Agreement shall be construed to require Licensor to grant a license or Permit for Salsgiver to attach to any particular Licensor Pole. Permits and licenses for attachment to Licensor's Poles will only be granted for those Licensor Poles which are located within the franchise area for which the Salsgiver has been granted a franchise by the applicable franchising authority. Following completion of the aforesaid attachment(s), nothing herein shall be interpreted to mean that Licensee is prohibited from extending its attached cable, fiber or wire to a private or other non-Licensor pole if the Construction Standards are met.

2.2. No use, whatever its duration, of Licensor's Poles or payment of any fees or charges required under this Agreement shall create or vest in Salsgiver any ownership or other property right in such Licensor Poles, their Anchors or Guys. Neither this Agreement nor any license or Permit granted hereunder shall constitute an assignment of any of Licensor's rights to Salsgiver or its agents to use the public or private property at the location of Licensor's Poles.

- 2.3 Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place, replace or maintain any Licensor Pole, facility, fixture, structure, or equipment for the use or convenience of Salsgiver. The maintenance, replacement, removal, relocation, replacement or addition Licensor's Poles, facilities, fixtures, structures, or equipment shall remain within the sole province and discretion of Licensor. Nothing herein shall be construed to require Licensor to exercise its power of eminent domain or condemnation to meet Salsgiver needs or to accommodate attachment of Salsgivers Facilities.
- 2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) or arrangement(s), which Licensor has heretofore entered into, with another or others not party to this Agreement. The rights of Salsgiver shall at all times be subject to the terms of any such agreement(s) or arrangement(s) as made known to Salsgiver, including but not limited to those of any joint-use or joint-ownership agreement(s), between Licensor and any Joint User, Joint Owner or governmental entity not a direct party to this Agreement.
- 2.5 This agreement consists of the Agreement, Appendix I thereto, and Exhibits I – VII to the Agreement.
- 2.6 This Agreement and any communications and submissions made pursuant to this Agreement shall remain confidential except as may be required by law.

ARTICLE III SPECIFIC LIMITATIONS

3.1 Limitations on Use of Licensor's Poles

Salsgivers attachment and installation of Facilities to Licensor's Poles or its ducts and conduits other than as allowed by this Agreement shall be deemed to be a material breach of this Agreement and a trespass and shall void the license or Permit.

3.2 Limitations on Number of Attachments and Installations and on Location of Attachments

Salsgiver is limited to one attachment per Licensor Pole and one installation per conduit, that attachment or installation is to include no more than one (1) cable (with, in the case of an attachment, associated through-bolt, clamps or other securing hardware). Salsgiver shall make all attachments on the same side of the Licensor Pole as Licensor has done and in accordance with Section 4.4 hereto. Two-sided attachments are prohibited. (When Licensor determines that it is necessary to transfer existing attachments to another Pole, Licensor reserves the right to make two-sided attachments if the transferred attachments cannot be returned to their original configuration.) The cable shall be attached consistent with the clearances and locations shown in the Construction Standards and shall not be attached in any space determined to be unusable or unavailable by Licensor. Unusable or unavailable another attacher. Attachment may be made to non-wooden Licensor Poles only if express, written agreement is obtained from Licensor, which agreement shall not be unreasonably withheld.

- 3.3 The limitations stated in this article are supplemental to, and not in lieu of, any other limitations and restrictions imposed on Salsgiver in the remainder of this Agreement or in its appendices or exhibits.
- 3.4 Limitations under this Agreement regarding the manner and means of attachment shall be applied to Salsgiver in a nondiscriminatory manner and consistent with Licensor's own engineering practices.

ARTICLE IV ATTACHMENT APPLICATION

4.1 Application Survey and Application for Permit to Attach

4.1.1 Before submitting the Application (Ex. 1 hereto) for a Permit or license under this Agreement, Salsgiver shall perform an Application Survey. The survey when completed:

- (A) Shall describe in detail Facilities which Salsgiver proposes to attach to Licensor's Poles,
- (B) Shall include a detailed sketch showing (i) the location and route of the said Licensor Poles, (ii) the character of Salsgiver's proposed attachments and (iii) the location of space desired on each Licensor Pole;
- (C) Shall state all measurements which may be required for Licensor to determine if rearrangement of current facilities on the Licensor Poles may be necessary to accommodate Salsgiver's Facilities and to determine if the Licensor Poles have adequate capacity for the proposed attachments; and
- (D) Shall include any wind and ice loading analyses Licensor requires.

The Application Survey shall be submitted as a part of the Application. Licensor may reject any Application if, in Licensor's reasonable judgment, exercised in a nondiscriminatory manner, the Application Survey does not contain the information required in sufficient detail.

- 4.1.2. In making its Application, Salsgiver shall use the form shown in Exhibit I, Sheet 2 of this Agreement. On the form Salsgiver shall list: the Licensor Pole I.D. number and location of each of Licensor's Poles on which attachment is sought, the changes on each Licensor Pole which Salsgiver believes necessary to accommodate its attachment, and such other information as the form may require. On the form, Licensor's Poles shall be listed consecutively in pole lines consistent with Salsgiver's reasonable construction plans. Salsgiver shall limit each Application to no more than 100 of Licensor's Poles at one time.
- 4.1.3. Submission of the Application to Licensor shall be deemed Salsgiver's authorization for Licensor to proceed with the Make-Ready Survey and Salsgiver's agreement to pay for the cost of the Make Ready Survey, including the cost of Engineering.

4.2 Multiple Applications

Salsgiver may submit multiple Applications for processing and each Application shall indicate the priority of the Application compared to Salsgiver's other Applications. (In the absence of such indication of priority, it shall be at Licensor's sole discretion to determine the order of priority of the multiple Applications.) Licensor will process each Application in order of priority. If another applicant submits an Application or Applications at the same time that Licensee has Applications pending (or vice-versa), Licensor will process the highest priority Applications of each applicant in order of receipt. If Applications of two applicants have equal priority and include requests to attach to the same Licensor Pole(s) and if space exists to accommodate only one of the attachments, then the application received earlier shall be processed first with regard to the pole(s). If both attachments can be accommodated on the Licensor Pole, then each applicant shall share in the Make-Ready Cost for the Licensor Pole(s). An Application shall be considered to be pending until it has been approved or rejected by Licensor or withdrawn.

4.3 Make-Ready Survey

After receiving the Application and Application Survey, Licensor will conduct a Make-Ready Survey to determine (A) whether the Licensor's Poles, the surrounding area, or any individual Licensor Pole or Poles described in the Application are suitable for the attachment of Salsgiver's Facilities and (B) what Make-Ready Work is needed to accommodate Salsgiver's attachments. At Licensor's request, Salsgiver shall arrange for its personnel to participate with Licensor's personnel and, if necessary, personnel of other attaching parties in the Make-Ready Survey. The Make-Ready Survey may identify, among other things, the exact location on each Licensor's Pole on which Salsgiver's attachment is to be made. Salsgiver shall be responsible for and shall pay upon demand all reasonable costs and expenses finally incurred by Licensor and other attaching parties for the Make-Ready Survey, including Engineering cost and expenses. Engineering cost and expenses shall be calculated using Licensor's engineering rate in effect at the time the Make-Ready Survey is performed.

4.4 Processing of Application

4.4.1 Following the Make-Ready Survey, Licensor will determine which of Licensor's Poles, ducts and conduits listed in the Application can accommodate (and/or are available for) attachment and installation of Salsgiver's Facilities: (a) with Make-Ready Work and (b) without Make-Ready Work. Licensor may strike from the Application those Licensor Poles, ducts and conduits it determines to be unsuitable or unavailable for attachment or installation. If a Licensor Pole, duct or conduit is suitable and available for attachment, Licensor will determine what Make-Ready Work, if any, is needed for the Licensor Pole. Licensor will also determine its estimated Make-Ready Cost.

4.4.2 Licensor may disapprove an Application in whole (or in part with regard to designated Licensor Poles, ducts and conduits) for such reasons as are permitted by this Agreement, including if Licensor's determines, in its reasonable judgment, exercised in a nondiscriminatory manner, (a) that any or all of said designated poles, ducts or conduits cannot reasonably accommodate even with Make-Ready Work, or are not suitable for, Salsgiver's Facilities, (b) that a pole or

poles, ducts or conduits identified in the Application are not Licensor's, (c) that Salsgiver's Facilities will interfere with or inhibit use of the Licensor's Poles, ducts or conduits by Licensor or existing attachers, or (d) that hazardous materials exist in, or may be disturbed by, Salsgiver's Facilities, or for any reason consistent with law. The basis for any such disapproval shall be provided in writing to Salsgiver. Such disapproval shall not prohibit Salsgiver from submitting a revised or amended Application.

4.4.3 Notwithstanding rejection of its Application(s), Salsgiver shall remain liable for the cost of the Make-Ready Survey and the Engineering costs incurred in processing the application. Salsgiver may not resubmit its Application, submit any other application, or have any pending application processed until such costs are paid.

4.5 Notice of Make-Ready Cost Estimate

If Licensor determines that Make-Ready Work is required to allow Salsgiver to attach its Facilities to Licensor's Poles, Licensor will prepare a written estimate of the Make-Ready Costs (with a break-out showing Licensor's Engineering costs contained therein) and will provide the estimate to the Salsgiver for payment. No Permit for attachment of Salsgiver's Facilities shall be granted or Make-Ready Work will be done until Licensor has received the following: payment of the estimated Make-Ready Costs, the required proofs of insurance, signed authorization from Salsgiver for the Make-Ready Work to proceed. No Permits shall be granted for Licensor Poles located outside the PUC's jurisdictional territory. If rearrangement or transfer of Joint User Facilities is required to accommodate attachment of Salsgiver's Facilities, then Salsgiver will also be required to pay the cost of such rearrangement or transfer.

4.6 Payment of Make-Ready Cost Estimate and Submission of Required Proofs

Salsgiver shall have thirty (30) days from the date of issuance of the Make-Ready Cost estimate to provide Licensor with payment of the estimate, with the Make-Ready Work authorization, and the required proof of its aforesaid governmental licensure, franchise grant, or certification as applicable. (Payment will be deemed made on the date received.) No Make-Ready Work will be conducted until these requirements are met, as well as the requirement that Salsgiver shall have submitted to Licensor the certificates of insurance required by this Agreement.) Failure by Salsgiver to meet the thirty (30) day deadline shall be deemed a withdrawal of the Application unless a prior extension is granted. Make-Ready Work will be completed as promptly as is practicable (and subject to Licensor's own regulated service obligations) within a reasonable time after such requirements are met.

4.7 Issuance of Permit

Following completion of the Make-Ready Work by Licensor and, as necessary, any Joint Users and subject to the other provisions of this Agreement, Licensor will issue Salsgiver a Permit to attach to Licensor's Poles which have been approved for attachment. Pole attachments by Salsgiver shall commence and be completed within the times specified in this Agreement.

4.8 Withdrawal of Application

If Salsgiver's Application is withdrawn, Salsgiver shall nevertheless be liable for the cost of the Make-Ready Survey, Engineering and Make-Ready Work done as of the date of Licensor's receipt of the withdrawal.

ARTICLE V
ATTACHMENT AND INSTALLATION

5.1 Commencement of Attachment and Completion of Installation

Following notification of issuance of Permit, Salsgiver shall have 90 days from the date of such notice to commence attachment of its Facilities on Licensor's Poles for which it has been granted such Permit and 6 months from the date of the notice to complete the attachment. Failure to commence attachment within the 90 days or to complete the attachment within the 6 months shall void any attachment Permit or license for the Licensor Pole(s) in question. All attachments of Salsgiver shall be placed only within the pole space and at the location designated by the Licensor. Licensor reserves the right to specify attachment requirements over and above those stated in this Agreement (including the Exhibits hereto) as conditions or circumstances warrant provided that such requirements are nondiscriminatory. Salsgiver shall install on its attached Facilities, markers in the form of an identification tag, which is clearly visible from ground level and in a color and shape reasonably satisfactory to Licensor. The markers shall include the name of the Salsgiver. Markers shall be installed on the Suspension Strand, at every first, fifth, and last main-line Licensor's Pole to which Salsgiver has been granted a license or Permit to attach, including the first Licensor's Pole in all lateral lines and at all crossover points. If Salsgiver fails to perform any of these obligations, Licensor may terminate this Agreement and any license or Permit granted hereunder upon Salsgiver's failure to cure said lack of performance within thirty (30) days after notice.

5.2 Manner of Attachment and Maintenance Thereof

5.2.1 All attachments by Salsgiver are to be placed on poles of Licensor in a manner satisfactory to Licensor and in accordance with the Construction Standards and so as not to interfere with the present or any future use which Licensor makes of Licensor Poles or wires attached thereto. Salsgiver, at its own expense, shall make and maintain or cause to be made or maintained such attachments in safe condition and in thorough repair, and in a manner suitable to Licensor which will not interfere with the use of said Licensor Poles by Licensor or by existing Joint Users, or interfere with the working use of Facilities thereon. Licensor shall be the sole judge as to requirements for the present or future use of its poles and equipment and of any interference therewith; provided, however, that Licensor shall exercise its judgment reasonably and in a nondiscriminatory manner.

5.2.2 All attachments made by or for Salsgiver shall be installed, and at all times maintained, by or on behalf of Salsgiver so as to comply with the requirements of the Construction Standards. Salsgiver shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Salsgiver's attachments on Licensor's Poles. Exhibits IV through VII of this Agreement contain sketches showing the general acceptable arrangement and location of

Salsgiver's attachments on a pole of Licensor with respect to other attachments on the same Licensor Pole.

5.2.3 Under no circumstances shall Salsgiver allow any third party to over-lash Facilities to Salsgiver's attachments without said third party having received a license from Licensor for such over-lashing nor shall Salsgiver be allowed to over-lash on Licensor's, a Joint User's, or a trespasser's attachments; provided, however, that Salsgiver may over-lash to its own attachments permitted under this Agreement. Licensor reserves the right to inspect, at Salsgiver's expense, each attachment and installation made by Salsgiver upon its initial completion, and also reserves the right to subsequently inspect Salsgiver's Facilities during the term hereof and to require maintenance work by Salsgiver as necessary to maintain compliance with the Construction Standards. There shall be no charge to Salsgiver if no lack of compliance is found. All such maintenance work shall be at Salsgiver's expense. If Salsgiver fails or refuses to perform such work within 30 days after being notified by Licensor, Licensor may perform, or direct the performance of, the work and charge Salsgiver for the cost. By reserving this right hereunder to inspect and to require or perform maintenance, Licensor undertakes no obligations, responsibilities, or liabilities whatsoever with respect thereto. Licensor's exercises of such rights shall be solely within its reasonable discretion and shall not relieve Salsgiver of its obligation to maintain Salsgiver's Facilities in compliance with the Construction Standards at all times. With regard to installations made in ducts and conduits, Licensor reserves the right to supervise said installations and at Salsgiver's expense.

5.4 Failure of Salsgiver to Follow Directives of Licensor after Notice

Notwithstanding any right Licensor may have to terminate this Agreement or any Permit granted hereunder with or without notice due to the non-compliance of Salsgiver's attachments with the Construction Standards as such standards may now or in the future exist, due to the interference of the attachments with Licensor's facilities or the Facilities of existing Joint Users, or due to the creation of a hazard by such attachments, Licensor may instead notify Salsgiver to cure or remedy such noncompliance, interference, or hazard. Upon said notice from Licensor and at Salsgiver's own expense, remove, repair, rearrange, replace or change its attachments, transfer them to other Licensor Poles or perform any other work in connection therewith as may be directed by Licensor for proper reason. Should Salsgiver fail to perform within the time specified by Licensor any work as may be required by Licensor pursuant to the terms hereof, Licensor upon ten (10) days' written notice to Salsgiver, may either cancel Salsgiver's Permits as to the affected Licensor Poles and/or terminate this Agreement and/or perform such work itself; provided, however, that if the nature of the work required is such that it cannot reasonably be performed within the time specified by Licensor, Salsgiver shall be afforded such additional time as is necessary if Salsgiver commences such work within the specified time period and thereafter diligently prosecutes the same to completion. If Licensor elects to perform such work Salsgiver shall, on demand, reimburse Licensor for the cost of such work, provided, however, that in cases of emergency, Licensor may perform the work without notice to Salsgiver.

5.5 Initial Installations of Poles, Replacements of Existing Poles and Rearrangements of Facilities in Connection with Proposed Attachments

- 5.5.1 If the Licensor elects to install a new Licensor Pole in order to provide adequate space and/or strength to accommodate attachments proposed by Salsgiver and/or to comply with the Construction Standards and the new pole must be higher and/or stronger than considered by Licensor to be necessary to accommodate its own attachments and the attachments of existing Joint Users, the cost of such extra height and/or strength shall be paid to Licensor by Salsgiver; provided, however, that any existing or new user of the new space on the pole shall pay a proportionate share of the modification cost. Such cost shall be the difference between the cost in place of the new Pole and the current cost in place of a Pole reasonably considered by Licensor to be adequate for its own attachments and those of existing Joint Users. The aforesaid payment shall be made whether the new Pole is an initial installation or a replacement of an existing Pole. The new Pole shall be the property of Licensor regardless of any payments by Salsgiver toward its cost and Salsgiver shall acquire no right, title or interest in and to such Licensor Pole.
- 5.5.2 Where a Licensor Pole is erected hereunder to replace an existing Pole solely to adequately accommodate an attachment proposed by Salsgiver, Salsgiver shall pay to Licensor, in addition to the amount called for in immediately preceding paragraph, a sum equal to the current replacement cost of the Pole being replaced, plus the cost of its removal. Salsgiver shall also pay to the respective Licensors thereof the cost of removing all existing attachments from such Pole and reestablishing the same or like attachments on the replacement pole. The replacement pole shall be the property of Licensor regardless of any payments by Salsgiver toward its cost and Salsgiver shall acquire no right, title or interest in and to such pole.
- 5.5.3 If attachments proposed by Salsgiver can be accommodated on existing poles of Licensor by rearranging facilities of Licensor and of existing Joint Users thereon and such existing Joint Users are willing, or may be required, to make such rearrangement, such rearrangement shall be made and Salsgiver shall on demand reimburse Licensor and the Joint Users for any expense incurred by it or them in transferring or rearranging their respective Facilities.
- 5.5.4 Any guying of Licensor's Pole(s) required by reason of Salsgiver's attachment(s) shall be done by Salsgiver upon the request and direction of Licensor and at Salsgiver's sole expense. Salsgiver shall provide its own anchorage and shall not, under any circumstance, attach Guys to Licensor's, or a Joint User's, Anchor or Anchor Rod. To the extent not otherwise possessed, Salsgiver is responsible for acquiring its own rights-of-way or licenses permitting its anchorage. If Salsgiver fails to make the requested guying within a reasonable time, Licensor may perform such work at the expense of Salsgiver.

5.6 No Modification

Salsgiver shall not modify or change the position of any attachment or place any additional Facilities on its attachments or the Suspension Strand that is supported by the attachments, except with the express written consent of Licensor, which consent shall

not be unreasonably withheld or delayed. Before giving consent, Licensor may require Salsgiver to provide additional wind and ice loading analyses and otherwise demonstrate that the desired integrity of the Licensor Pole or the facilities of Licensor and other attaching parties is maintained. Maintaining authorized Facilities and installing or removing service connections shall not require prior authorization or notices, except that when a service drop is attached to or removed from a Licensor Pole, Salsgiver shall submit an Application at least 30 days prior to the attachment or removal.

5.7 Unauthorized Attachments

5.7.1 If any of Salsgiver's Facilities are found attached to Licensor's Poles or installed within its conduits or ducts for which no Application has been approved and Permit issued, or attached to Anchors, Anchor Rods, electric service entrance equipment including, but not limited to, meter housings, service masts, and service risers, or found to use unauthorized Anchor/Guy Strands or other equipment not permitted by the Construction Standards, or if Salsgiver attaches additional Suspension Strands not covered by the approved Application, Licensor, without prejudice to its other rights or remedies under this Agreement, including termination of this Agreement and any license or Permit granted hereunder, may impose a penalty charge of \$250 for each such unauthorized attachment plus back attachment fees for that unauthorized attachment; provided, however, that such back attachment fees shall not exceed the rent for the unauthorized attachment that would have accumulated during the previous four (4) years or since the most recent pole inspection, whichever is less. Salsgiver acknowledges that damages to Licensor would be difficult to quantify in such a situation, and, therefore, this amount is reasonable liquidated damages for the unauthorized attachment to its date of discovery and is not a penalty. Licensor may require Salsgiver to remove the unauthorized attachment(s) within a reasonable time period specified by Licensor and, if such time period is not met, may remove the attachment(s) itself. In the alternative and at its reasonable discretion, Licensor may allow Salsgiver to submit an Application for permission to continue the unauthorized attachment(s) on the Licensor Pole(s) in question, such Application to be made within a period of sixty (60) days and to include payment of Licensor's survey and engineering costs and Make-Ready Cost estimate, back attachment fees, and \$250 charge for each such unauthorized attachment. If Licensor does not receive the Application and the afore-mentioned payments within the specified time, Licensor may require Salsgiver to immediately remove Salsgiver's unauthorized attachments or Licensor may remove Salsgiver's unauthorized attachments at cost to Salsgiver. Salsgiver shall indemnify and hold and save harmless Licensor and its contractors for any claims or damages of, or liability to, any party arising from, or in connection, with removal of Salsgiver's unauthorized attachments except in the case of Licensor's gross negligence or willful misconduct and shall indemnify Licensor for any reasonable attorney fees incurred in defending against such claims. Licensor shall have no liability to Salsgiver's customers or end users on account of such removal.

5.7.2 Licensor may conduct any audits it deems necessary to verify that attachments made by Salsgiver to Licensor's Poles are authorized under this Agreement. If an audit discloses an unauthorized attachment or an unauthorized attachment to equipment or facilities provided by Licensor's customer exclusively for Licensor's

use, Licensor may, without prejudice to any other rights or remedies it may have hereunder, require Salsgiver to pay the cost of the audit.

5.8 Extent of License or Permit

5.8.1 No use, however extended, of Licensor's Poles under this Agreement shall create or vest in Salsgiver any ownership of property rights in Licensor's Poles or facilities. Salsgiver's rights under any license or Permit granted hereunder shall be and remain a mere non-exclusive, revocable license. Licensor reserves the right to maintain its Poles and to operate its own facilities thereon in such a manner as will best enable it to fulfill its own public service requirements. Licensor shall not be liable to Salsgiver or Salsgiver's customers or end-users for any interruption in the service provided Salsgiver through its attachments or for any interference with the operations of the Facilities of Salsgiver arising in any manner out of the use of Licensor's Poles hereunder.

5.8.2 Licensor reserves the right, without liability to Salsgiver or to Salsgiver's customers or end-users, to discontinue the use of, remove, replace or change the location of any or all of its Poles or attachments regardless of any occupancy of Licensor's Poles by Salsgiver, following reasonable notice to Salsgiver which shall be in writing as circumstances permit. Licensor also reserves the right, upon reasonable written notice to Salsgiver, to revoke any attachment Permit or license issued hereunder if, in Licensor's reasonable judgment applied in a non-discriminatory manner, the attachments covered by said Permit or license will interfere with its own service requirements, are in conflict with the requirements of any government authority or the rights of existing Joint Users, or fail to comply with the Construction Standards. On receipt of such notification, Salsgiver at its own cost shall remove the attachments in question within a reasonable time period specified by Licensor, or if Salsgiver fails to do so, Licensor may remove Salsgiver's attachments at cost to Salsgiver. Salsgiver shall indemnify and hold and save harmless Licensor and its contractors for any claims or damages of, or liability to, any party arising from, or in connection, with removal of Salsgiver's unauthorized attachments excepting such claims, damages, or liability arising from the gross negligence or willful misconduct of Licensor and shall indemnify Licensor for any reasonable attorney fees incurred in defending against such claims.

5.9 Notice to Remove Attachments Due to Pole Abandonment, Removal, or Relocation

If, after having approved an Application of Salsgiver or having issued Salsgiver a Permit or license hereunder, Licensor desires to abandon, remove, or relocate any Licensor Pole to which Salsgivers Facilities are attached or determines that for any reason some or all of the Licensor's Poles have become unsuitable or unneeded for Licensor's facilities, Licensor will notify Salsgiver as soon as reasonably practicable by furnishing Salsgiver documentation on the Notification of Removal by Licensor form attached hereto and made a part hereof as Exhibit III indicating the Licensor's Poles affected. Salsgivers right and license to use the Licensor's Poles shall terminate upon the earlier of (i) 60 days following the date of such notice, or (ii) the scheduled date of abandonment, removal, or relocation (unless the parties make mutually agreeable arrangements to continue to accommodate Salsgivers Facilities on other of Licensor's Poles), which scheduled date shall be established so as to give Salsgiver reasonable

prior notice. Salsgiver shall, at its sole cost after the written notice by Licensor, make such removal or transfer of its attachments as shall be required to vacate the affected Pole(s). If Salsgiver has not vacated such Licensor's Pole(s) within the time period specified herein, then Licensor or its contractor may remove Salsgiver's Facilities, and the actual costs of removal shall be directly paid or reimbursed by Salsgiver within 30 days after invoice from Licensor or its contractor. Licensor shall have no liability or responsibility to Salsgiver or Salsgiver's customers or end-users for such removal of attachments, and Salsgiver shall indemnify Licensor and its contractor for any claims or damages of or liability to third parties, including reasonable attorneys' fees, arising from or in connection with such removal or transfer activities excepting such claims, damages or liability which results from the gross negligence or willful misconduct of Licensor.

5.10 Application for Removal

If Salsgiver desires to remove its Facilities from any of Licensor's Poles or to relinquish its license or Permit for a Pole to which it has never attached, it shall notify Licensor by submitting a completed "Notification of Removal by Licensee" form attached hereto and made a part hereof as Exhibit II. On the notification, it shall indicate the Licensor's Poles to be affected by the removal or relinquishment and the person responsible for supervising the removal activities. Salsgiver's right to utilize such Licensor's Poles shall terminate 90 days following receipt of the notification by Licensor. Salsgiver shall indemnify Licensor and its contractor for all claims or damages of or liability to third parties, including reasonable attorneys' fees, arising from or in connection with such removal activities. Salsgiver's obligation to pay attachment fees shall continue while Salsgiver's Facilities are attached to the Licensor's Poles and shall terminate when Licensor is satisfied that removal is complete.

5.11 Accommodation of Future Attachers

Upon notice from Licensor, Salsgiver shall rearrange and/or move its attached Facilities in order to accommodate the Facilities of a future attacher who has been issued a Permit or license to attach to Licensor's Poles. The cost incurred by Salsgiver for rearranging, moving, and reattaching its Facilities shall be borne by such attacher.

ARTICLE VI CONDITIONS

6.1 Subordination

Nothing in this Agreement shall be construed to deny, prohibit, or interfere with Licensor's rights and abilities to utilize Licensor's Poles, ducts, conduit, easements and rights of way to furnish its services to its customers. All rights of Salsgiver hereunder are subject and subordinate to Licensor's rights to so utilize the Licensor's Poles, and Licensor retains all rights, consistent with law, to sole and priority use of the Licensor's Poles, ducts and conduits.

6.2 Permits, Licenses, and Grants

Salsgiver, at its own cost, shall be solely responsible for obtaining from the relevant public authorities and owners and holders of real property any permits, licenses, certificates, franchises, and grants which may be necessary under applicable law to

attach or operate Salsgiver's Facilities within the rights-of-way and easements occupied by the Licensor's Poles, ducts and conduits. If Licensor owns the land containing its poles, ducts or conduits, then grant of a Permit hereunder shall be a grant of a non-exclusive easement to Salsgiver for access to said poles, ducts, or conduits.

6.3 Right of Public Authorities

Licensor shall have the right to rearrange, remove, or transfer or require Salsgiver to rearrange, remove, or transfer, Salsgiver's Facilities to accommodate public authorities in the exercise of their governmental powers, and the costs of such rearrangement, removal, or transfer and any subsequent reattachment shall be borne by Salsgiver.

6.4 Representations

Salsgiver shall assure that its employees, contractors, agents, and representatives do not represent to any landowners, tenants, or occupants of the property on which work is performed under this Agreement or under any license or Permit granted hereunder that Licensor has granted Salsgiver any permission or right to use utility easements or equipment provided to Licensor or its customers for Licensor's use to provide service, or any permission or right to otherwise enter upon the property of landowners, tenants, or occupants. Salsgiver shall instruct its employees, contractors, agents and representatives not to make such representations.

6.5 Other Restrictions

Any rights granted to Salsgiver hereunder may be subject to licenses, agreements or contracts previously obtained by Licensor from, or permissions of, government authorities or private persons, such as, but not limited to, easements or rights-of-way concerning Licensor's use and installation of Licensor's Poles.

6.6 License Only

This Agreement and any license or Permit granted hereunder shall not vest ownership in any of the Licensor's Poles, ducts or conduits or other facilities in Salsgiver but is and shall continue to be a license to use the Licensor's Poles in accordance with the terms hereof. Salsgiver shall obtain no priority for its attachments over any other party's attachments except as specified in this Agreement and required by applicable law. Salsgiver expressly agrees that any of its attachments which have not received Licensor's express authorization shall not have priority over any attachment of any other party which receives prior authorization.

6.7 Non-exclusive

This license is non-exclusive and Licensor reserves the right to grant similar licenses to others and to make other arrangements with third parties to use Licensor's Poles. Salsgiver understands that Licensor may have entered into agreements with other entities for the joint and/or licensed use of its facilities, including the Licensor's Poles. Salsgiver further understands that some of Licensor's Poles may be co-owned or controlled by Licensor with an electric utility company and that such company may request that the attachments of another party on such poles be arranged, transferred, rearranged, or modified so that it may meet its safety or service needs or its regulatory

obligations. In such case, that party may be required either to pay for the reasonable cost of the arrangement, transfer, rearrangement, or modification or to implement same.

6.8 Damage Repair

In the course of installation, operation, and maintenance of Salsgiver's Facilities, Salsgiver shall use due care, and any damage to the Licensor's Poles or other Licensor or Joint User equipment and facilities shall, at the option of Licensor be either repaired by and the cost borne by Salsgiver or repaired by Licensor and the cost thereof borne by Salsgiver.

6.9 Indemnification by Salsgiver

6.9.1 Salsgiver shall indemnify and save and hold harmless Licensor, its officers, affiliates, employees, and agents from all claims, liabilities, causes of action, or other legal, equitable or administrative proceedings, (including all court costs, expenses, and reasonable attorneys' fees incurred in defending such claims), which such claims and liabilities may include, but are not limited to, property damage, trespass, violation of easement agreements, copyright violation, violation of governmental laws, rules, regulations, or ordinances, injury or death of any person, including Licensor's or Salsgiver's agents and employees, in any way arising out of, connected with, or resulting from Salsgiver's exercise of the rights granted hereunder, Salsgiver's omission to perform any required act, the existence or operation of Salsgiver's Facilities on the Licensor's Poles hereunder, or any other authorized or unauthorized use of the Licensor's Poles, facilities and related easements by Salsgiver, its employees, agents, or contractors excepting only claims and liabilities resulting from Licensor's gross negligence or willful misconduct.

6.9.2 Duty to Defend and Cooperate

The above indemnity obligations of Salsgiver shall include, at Licensor's option, Salsgiver's defense, at its own cost, of Licensor against the aforesaid suits, actions, liabilities or claims. Regardless of which party defends, the remaining party shall provide the other (and its insurer) with its full cooperation in such defense.

6.9.3 No Licensor Liability for Incidental, Special, or Consequential Damages

In no event shall Licensor, its affiliates, directors, officers, employees, agents or customers have any liability whatsoever for any incidental, special or consequential damages of any kind including, but not limited to, any loss of anticipated profit or revenues or other economic loss in connection with or arising from anything done or omitted hereunder, even if Licensor has been advised of the possibility of such damages.

6.10 Insurance

During the term of this Agreement and as long as Salsgiver is using the Licensor's Poles pursuant to Permits granted under this Agreement, Salsgiver shall maintain in full force and effect, with a carrier or carriers duly authorized to do business in Pennsylvania, the following coverage:

- 6.10.1 Worker's compensation insurance complying with the laws of the Commonwealth of Pennsylvania, even if the Salsgiver is exempt by law from such insurance requirement;
- 6.10.2 General property damage insurance with limits of not less than \$1,000,000 as to any one occurrence and \$2,000,000 in the aggregate;
- 6.10.3 General liability insurance for injury or death of persons of not less than \$1,000,000 as to any person and \$2,000,000 as to any one occurrence;
- 6.10.4 Automobile liability insurance on all self-propelled vehicles used in connection with this Agreement whether owned, non-owned, or hired with public liability limits of not less than \$2,000,000 combined single limit covering bodily injury, death or property damage; and
- 6.10.5 Contractual liability insurance to cover the liability assumed by the Salsgiver under the agreement of indemnity set forth in Sections 6.9.1, 6.9.2 and 6.9.3 hereto.

The limits of such insurance coverage shall not be construed to limit Salsgiver's liability under this Agreement.

6.11 Certificate of Insurance

Within fifteen (15) days after the execution of this Agreement, Salsgiver shall furnish to Licensor two (2) copies of a certificate or certificates from an insurance carrier or carriers reasonably acceptable to Licensor stating that policies of insurance have been issued by it to Salsgiver providing for the insurance required by Section 6.10 hereof and that such policies are in force. Such certificate(s) shall state that the insurance carrier(s) will give Licensor sixty (60) days' prior written notice of any cancellation of or material change in such policies. All insurance must be effective before Licensor will authorize Salsgiver to attach its Facilities to any Licensor Pole and all insurance shall remain in force until such Facilities have been removed from all such Poles. In the event of cancellation of such required insurance, equivalent substitute insurance must be immediately obtained so that appropriate insurance coverage exists at all times. (In the event that such equivalent substitute insurance is not obtained or certificate of such insurance is not presented to Licensor within a reasonable time following request, then this Agreement shall be terminated and all Permits granted pursuant to this Agreement will be terminated.) Salsgiver shall cause its insurance policies to name Licensor as an additional insured for purpose of Salsgiver's obligations under this Agreement. Salsgiver shall assure that its insurance carriers shall maintain a rating by a national rating agency reasonably satisfactory to Licensor during the term of any license or Permit issued hereunder and any extensions thereto.

If the policy or policies of insurance required under this Article VI are cancelled or changed so that the requirements of Article VI will no longer be satisfied, then this Agreement terminates upon the effective date of such cancellation or change and all Permits granted pursuant to this Agreement are terminated.

Salsgiver shall be responsible for ensuring all agents, contractors, and subcontractors are in compliance with Article VI prior to performing any work and during all construction.

6.12 Performance Bond

Salsgiver shall furnish a bond or letter of credit in the amount of Five Thousand Dollars (\$5,000) to guarantee the performance of the obligations assumed by Salsgiver under the terms of this Agreement not otherwise covered by the insurance required by Section 6.10 hereof. Such bond or letter of credit shall be submitted to Licensor with thirty (30) days of the execution of this Agreement.

6.13 Salsgiver's Employees and Contractors

In performing the attachment work on the Licensor's Poles and any maintenance, testing or inspection work once attachment work is completed, Salsgiver, shall utilize only competent employees and contractors knowledgeable in the work to be performed who are familiar with the types of facilities on Licensor's Poles and with industry safe practices in, on and around the Licensor's Poles.

6.14 Reasonable Care

Salsgiver shall exercise reasonable care to avoid causing damage to facilities of Licensor and others located on Licensor's Poles and to equipment connected or associated with such facilities. In the event any such damage shall occur, Salsgiver shall make an immediate report to Licensor of such occurrence and shall promptly reimburse Licensor, Joint Owner, Joint Licensor, Joint User, or other Salsgiver, for all expenses incurred in repairing such damage.

6.15 Subject to Regulatory or Other Governmental Authority

6.15.1 To the extent that a license or Permit granted hereunder is subject to regulatory or governmental authority, it shall be subject to modification in order to comply with the laws, certificates, orders, or regulations of such authority.

6.15.2 Salsgiver's Facilities shall, at all times during the term of the license and any extensions thereof, be maintained in compliance with all laws, regulations, ordinances, and rules of governmental bodies having jurisdiction over the subject matter hereof (the "Laws") which are currently or may hereafter be enacted. Salsgiver shall be responsible for the costs of implementing all alterations, modifications, or adjustments to Salsgiver's Facilities, which may be required by the Laws within the time period permitted for compliance by the Laws or by Licensor. Licensor reserves the right, at its option, to designate a representative to oversee the work at Licensor's expense. If Salsgiver does not make such alterations, modifications, or adjustments to Salsgivers Facilities, Licensor may terminate this Agreement or any license or Permit granted pursuant to this Agreement and remove Salsgivers Facilities at Salsgiver's expense. Licensor shall have no liability or responsibility to Salsgiver or Salsgivers customers or end users for such removal, and Salsgiver shall indemnify Licensor and its contractor for any claims or damages or liability, including all costs and attorneys' fees arising from or in connection with such removal activities excepting only claims and liabilities resulting from Licensor's gross negligence or willful misconduct.

6.16 Contractor

Licensor shall have the right to engage other third parties to perform any work under this Agreement. Billing to the Salsgiver in such cases shall be the amount billed to Licensor by the third party plus an Administrative Charge not to exceed 10% of the amount billed .

ARTICLE VII FEES AND COSTS

7.1 Fees

7.1.1 Salsgiver shall pay to Licensor an annual per Pole Attachment/Duct Section Installation/Conduit Section Installation rent (annual Pole, duct, conduit attachment/installation license fee) as set forth in Appendix I for the use of each of Licensor's Poles or section of duct or conduit for which an attachment/installation license or Permit has been obtained under this Agreement. Payment shall be due in advance. Licensor will render a statement of the annual rental due on or around the twentieth (20th) day of January of each year, which amount shall be payable within thirty (30) days thereafter. Payments pursuant to such statement shall be based upon the number of Licensor's Poles that are licensed to Salsgiver as of the first day of January of the rental year in question. Rental payments for a Permit or license issued during a particular rental year but subsequent to the first day of January thereof shall be prorated and be payable within thirty (30) days after issuance of the license or Permit. A rental year shall run from January 1st through December 31st. Acceptance of any rental payment by Licensor shall not constitute a waiver by Licensor of any rights under this Agreement.

7.1.2 Licensor may adjust or modify the fees and charges specified in Appendix I by giving written notice of such adjustment or modification to Salsgiver not less than sixty (60) days prior to the beginning of the rental year in which such adjustment or modification is to become effective.

7.1.3 Changes or amendments to Appendix I shall be effected by Licensor transmitting to the Salsgiver a new Appendix I, incorporating the changes or amendments. The new Appendix I shall become a part of and be governed by the terms and conditions of this Agreement.

7.2 Salsgiver agrees to pay to Licensor the fees and charges as specified in this Agreement and as may be specified in and in accordance with the terms and conditions of Appendix I, attached hereto and made a part hereof.

7.3 As may be more specifically herein stated, nonpayment of any amount due under this Agreement or license granted hereunder shall constitute a default of this Agreement and/or the said license, as applicable.

7.4 Cost of Work Performed

In addition to such other costs as may be set forth in this Agreement, Salsgiver shall be liable to Licensor for the final cost of all work performed by Licensor or its contractors for

surveys, inspections, engineering, rearrangement, remediation, installations and removals, including Make-Ready Costs, as described in this Agreement, for each license or Permit issued hereunder. Costs shall mean costs reasonably incurred and determined by Licensor's regular and customary calculation methods. Such costs invoiced to the Salsgiver shall be paid in advance unless otherwise permitted by Licensor or otherwise specified in this Agreement.

7.5 Assessments, Taxes, and Franchises

Salsgiver shall pay Licensor the amount of any assessment, tax, franchise, or other fee or charge paid by Licensor resulting from or due to Salsgiver's use of the Licensor's Poles, ducts and conduits, other than taxes on Licensor's income from this license. Licensor shall include the amount of such assessment, tax, franchise or other fee to Salsgiver in an invoice.

7.6 Interest on Unpaid Accounts

Any amount to be paid by Salsgiver to Licensor which is not paid when due shall bear interest at the rate of 1.25 percent per month (15 percent per annum) compounded monthly commencing with the date payment is due and continuing until paid.

ARTICLE VIII
ADVANCE PAYMENT

8.1 Salsgiver shall make an advance payment to the Licensor prior to:

8.1.1 any undertaking by Licensor of a Make-Ready Survey in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such Make-Ready Survey, or to have it performed by others, if such payment is requested by Licensor.

8.1.2 any performance by Licensor of any Make-Ready Work, with such payment to be equal to Licensor's estimated cost of the Make-Ready Work (the Make-Ready Cost estimate), including Licensor's Engineering costs.

8.2 The amount of the advance payment required will be credited against the final charge for such Make-Ready Survey or Make-Ready Work.

8.3 Where the advance payment made by Salsgiver to Licensor for Make-Ready Survey or Make-Ready Work is less than the charge for such work, Salsgiver agrees to pay Licensor all sums due in excess of the amount of the advance payment in accordance with the terms of Appendix I.

8.4 Where the advance payment made by Salsgiver to Licensor for Make-Ready Survey or Make-Ready Work exceeds the charge for such work, Licensor will refund the difference to Salsgiver.

ARTICLE IX
TERM; CONSEQUENCES OF BREACH

9.1 Term of this Agreement

Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of five (5) years from the date hereof, and thereafter year-to-year until any party hereto terminates this Agreement by giving the other party at least six months' written notice thereof. Such six months' notice of termination may be given to take effect at the end of the original one-year period or thereafter. Termination under this provision may be made without cause.

Termination of this Agreement or any license or Permit issued hereunder shall not affect Salsgiver's liabilities and obligations incurred under the Agreement prior to the effective date of such termination.

9.2 Breach and Grounds for Termination

Subject to any cure period provided herein, Salsgiver shall be in default hereunder and in breach of this Agreement for: (a) nonpayment of any bill or invoice from Licensor within thirty (30) days after it is issued; (b) violation of any material term, condition, or covenant of this Agreement; (c) the attachment of any of Salsgiver's Facilities to Licensor's Poles without having an approved license or Permit therefor; (d) material noncompliance with the Construction Standards; (e) failure to upgrade or maintain Salsgiver's Facilities as required for compliance with this Agreement or the Construction Standards within the time permitted for upgrades or maintenance; (f) filing for dissolution, for declaration of bankruptcy or insolvency, or for the appointment of a receiver which filing is not dismissed within thirty (30) days; (g) an adjudication of Salsgiver as bankrupt or insolvent, the appointment of a receiver or trustee for Salsgiver's business or property, or Salsgiver's assignment of its property for the benefit of creditors; (h) the sale of all, or substantially all, of Salsgiver's assets. Without prior notice of default, conditions (f), (g) and (h) shall give rise to an automatic termination of this Agreement and of any license granted under this Agreement.

9.3 Noncompliance

If Salsgiver fails to comply with any of the provisions of this Agreement or defaults in the performance of any of its obligations hereunder and fails within thirty (30) days (or within such lesser time as may be provided herein) after written notice from Licensor to correct such default or noncompliance, Licensor may terminate this Agreement and/or the attachment license covering Licensor's Poles and Salsgiver's attachments as to which such default or noncompliance is applicable. Upon thirty (30) days written notice of such or any other termination allowed by this Agreement, Licensor may remove the attachments of Salsgiver at Salsgiver's expense, and Licensor shall incur no liability because of such action. No refund of any fees or charges shall be due Salsgiver on account of such termination or removal. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any of such terms or conditions, but the same shall be and remain at all times in full force and effect.

9.4 Action Brought by Licensor

Licensor may, at its option and with or without terminating this Agreement, file a claim against any bond supplied by Salsgiver or bring legal action to collect any amounts due from Salsgiver to Licensor hereunder. In any such action, Licensor shall be entitled to collect from Salsgiver, in addition to all other amounts, which may be due, the costs and expenses of collection, including reasonable attorneys' fees.

9.5 Cessation of Service by Salsgiver

Should Salsgiver cease to provide its services hereunder to its subscriber(s) through its attached Facilities, or should such service be interrupted due to Force Majeure, and not be resumed within 180 days after such interruption, then all of Salsgiver's rights, privileges and authorizations under this Agreement, including all licenses and Permits issued hereunder, shall terminate as of the date of such cessation of service or on the 180th day following such interruption of service. Force Majeure shall mean Acts of God, floods, storms, explosions, fires, strikes, labor troubles, insurrection, riots, terrorists attacks and acts of a public enemy.

ARTICLE X
MISCELLANEOUS

10.1 Waiver

Licensor's failure to enforce any term or condition of this Agreement shall not be deemed a waiver thereof, but this Agreement shall remain in full force and effect and shall be enforceable by Licensor at any time.

10.2 Accrued Liability

Any termination of this Agreement or the licenses or Permits granted hereunder shall not release Salsgiver from any liability or obligation under this Agreement, past, present, or future.

10.3 Notices

Whenever notice is to be given by either party to the other, it shall be in writing and be deemed given when delivered in person or upon receipt or refusal of delivery when sent by certified mail, sent by U.S. mail, or sent by overnight delivery service addressed to the following:

For Licensor: North Pittsburgh Telephone Company
4008 Gibsonia Road
Gibsonia, PA 15044
Attention: OSP Engineering Manager

For Salsgiver: Salsgiver Telecom, Inc.
301 5th Street
Freeport, PA 16229
Attention: Loren Salsgiver

A party to this Agreement who is an addressee may change its delivery address by providing the other party with written notice of such change.

10.4 Prior Agreements

This Agreement supersedes any previous agreements between Licensor and Salsgiver regarding application to use Licensor's Poles, but any liability or obligation of Salsgiver under a previous agreement or license shall not be relieved by the execution of this Agreement.

10.5 Assignment

Salsgiver may not assign, sell, sublet, sublicense or otherwise transfer any of its rights and licenses granted hereunder, whether voluntarily or by operation of law, without the prior, express written permission of Licensor, except that if Salsgiver merges with another company or transfers all, or substantially all, of its assets and property to another company, Salsgiver may assign to said company Salsgiver's rights, responsibilities and licenses obtained hereunder if written notice is given to the Licensor that is accompanied by the proposed written assignment and if the assignee is duly authorized to provide telecommunication services for PUC permitted uses. Any other attempt at assignment shall be void and shall be deemed a material default and give rise to automatic termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

10.6 Survival of Terms

If any provision of this Agreement is held to be invalid, unenforceable, or ineffective by a final decision of a court of competent jurisdiction, all other provisions shall remain in full force and effect, and the parties will negotiate in good faith with respect to the equitable modification of the provision(s) held invalid. Any provision of this Agreement concerning liability for pole attachment removal, indemnification, or payment is assumed shall survive termination of this Agreement and/or of any license issued pursuant to this Agreement.

10.7 Hazardous Substances

Licensor hereby notifies Salsgiver that there may be hazardous substances or materials, such as asbestos, lead, lead products, lead combined with other materials, and polychlorinated biphenyls, in and around its Poles and facilities because of utility operations. In return for receiving the right to occupy Licensor's Poles, Salsgiver agrees to indemnify, defend, and hold harmless Licensor, and its directors, employees, agents, subsidiaries, and affiliates from and against all loss, claims, damage, or liability, including property damage, remediation required by local, state, or federal laws or regulations, and violation of law or government regulation, asserted by any public authority or third party associated with the release of hazardous substances or exposure to persons by or attributable to the actions of the Salsgiver or its agents, including the actions of Licensor if Licensor is performing work requested or permitted under this Agreement for the account of Salsgiver, necessitated by the Salsgiver's presence on the Licensor's Poles, or arising under this Agreement; excepting only such losses, claims, damages or liability resulting from the gross negligence or willful misconduct of Licensor. Licensor will allow Salsgiver ID conduct any test necessary to determine if hazardous

substances exist, and the tests and their results will be shared with and be at no cost to Licensor. Further, Licensor reserves the right to make all decisions regarding the discovery and presence of hazardous substances, including the right to refuse to grant Salsgiver the use of the Licensor's Poles if hazardous substances are discovered.

10.8 Work Activities

Salsgiver shall perform the work required hereunder during normal business hours and at such times and in such manner as to minimize interruptions and interference with Licensor's property and Licensors' activities.

10.9 Failure to Enforce

Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

10.10 Authorization Not Exclusive

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Salsgiver. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Licensor Pole.

10.11 Laws

This Agreement is to be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, excluding its rules relating to conflict of laws, and with any applicable federal law.

10.12 Taxes and Assessments

Each party shall pay all taxes and assessments lawfully levied on its property upon said jointly used Poles or facilities, and the taxes and assessments which are levied on Licensor's Poles shall be paid by Licensor, but any tax, fee or charge levied solely because of the use by Salsgiver shall be paid by Salsgiver with Licensor having no liability for said fees, taxes, or charges.

10.13 Headings

The headings used for the Articles of this Agreement are for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement.

10.14 Singular and Plural References

As used in this Agreement, references to the plural shall include the singular and references to the singular shall include the plural where appropriate.

10.15 No Third Party Beneficiaries

This Agreement shall inure solely to the benefit of Licensor and Salsgiver and shall not be enforceable by any third party.

10.16 Effective Date

This Agreement shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names as of the day and year first above written.

ATTEST/WITNESS:

SALSGIVER TELECOM, INC.

Secretary

By _____
Title: _____
Date: _____

ATTEST/WITNESS:

NORTH PITTSBURGH TELEPHONE COMPANY

Secretary

By _____
Title: _____
Date: _____

**APPENDIX I
SCHEDULE OF FEES AND CHARGES**

THIS APPENDIX I is a part of the foregoing Pole Attachment Agreement ("Agreement") between North Pittsburgh Telephone Company (Licensor) and Salsgiver Telecom, Inc. (Salsgiver) and it contains fees and charges governing the right of use of the Licensor's Poles by Salsgiver.

Pole Attachments

As used herein the term "fee" refers to any payments for Pole attachment licenses specified in Section A of this APPENDIX I. The term "charge" shall include all other payments required of Salsgiver under the Agreement.

Section A) ATTACHMENT FEES

1) General

- a) Attachment/installation license fees commence on the first day of the calendar month following the date the attachment license or Permit is issued. Such fees cease as of the final day of the calendar month preceding the month in which the removal of Salsgiver's Facilities is completed by either the Salsgiver or by the Licensor.
- b) Fees shall be payable annually in advance when billed as set forth in Article VII.
- c) For the purpose of computing the total attachment license fee due hereunder, the total fee shall be based upon the number of Poles for which licenses have been issued on the first day of January of each year. The first advance payment of the annual fee for the licenses issued under this Agreement shall include a proration from the first day of the month following the date the license was issued to the first regular annual payment date.

2) Fees

	Pole Attachments	Annual Fee
--	------------------	------------

- | | | |
|----|-------------------------|--------|
| a) | Per Attachment per Pole | \$5.00 |
|----|-------------------------|--------|

Duct/Conduit Installations

- | | | |
|----|--------------------------|--------|
| b) | Per Duct/Conduit Section | \$5.00 |
|----|--------------------------|--------|

For the purposes of this charge, a "section" is a duct or conduit (as applicable) as it runs from manhole to manhole, handhole to handhole, or pedestal to pedestal or from manhole to handhole, handhole to pedestal, etc.

Section B) OTHER CHARGES

1) Computation

All charges for Make-Ready Survey, Make-Ready Work, inspections, rearrangement of Licensor's facilities, rearrangements or removal of Salsgiver's Facilities from Licensor's Poles, ducts, conduits and any and all other work performed for Salsgiver or otherwise authorized under this Agreement, shall be based upon the full cost and expense to Licensor of such work performed by Licensor or by an authorized representative of the Licensor, plus an amount not to exceed 10% of Licensor's full cost incurred thereby.

2) Pole Replacement

Replacement of any Pole by Licensor is at its sole discretion. Except as stated in Article V of the Agreement, the charge for replacement of a Pole required to accommodate Salsgiver's Facilities shall be Licensor's fully installed costs, plus costs associated with transferring of facilities, plus total cost of removal.

C) PAYMENT DUE

Failure to make all payments within thirty (30) days (or within such lesser time as may be provided for within the Agreement) after issuance of the bill therefore in the case of charges, or on the specified payment date in the case of fees, shall constitute a default of this Agreement.

POLE ATTACHMENT APPLICATION AGREEMENT

THIS AGREEMENT ("Agreement"), entered this ____ day of _____ 2005 by and between North Pittsburgh Telephone Company, a Pennsylvania corporation with principal offices located at 4008 Gibsonia Road, Gibsonia, PA 15044 (hereinafter called "Licensor") and Salsgiver ~~Communications~~Telecom, Inc., a corporation with principal offices located at 301 5th Street, Freeport, Pa. 16229 (hereinafter called "Salsgiver").

WITNESSETH:

WHEREAS, Salsgiver ~~seeks to a operate a commercial cable television (CATV) system to provide cable television service and commingled communications services to residential and business subscribers within one or more franchisor boroughs, townships, or cities and, upon receipt of each such franchise,~~is a Competitive Access Provider ("CAP") by authority of the Pennsylvania Utility Commission ("PUC") and wishes to license use of Licensor's utility poles, ducts and conduits to attach and install Salsgiver's cable and Facilities ~~for said purpose~~to provide telecommunications services for all PUC permitted uses.

WHEREAS, to make such attachments and installations Salsgiver seeks to apply for a license from Licensor to attach its cable and Facilities to utility poles, ducts and conduits owned or controlled by Licensor ~~within a franchise area~~; and

WHEREAS, Licensor is willing to grant Salsgiver a revocable, non-exclusive license or Permit to attach and install said cable and Facilities to designated utility poles, ducts and conduits for the above-stated ~~purpose~~uses, which grant shall be subject to the terms, conditions and limitations of this Agreement, including those limitations concerning, but not limited to: the service obligations and legal duties of Licensor, such restrictions as may exist for rights-of-way, pole, duct, and conduit capacity and availability, public safety, the prevention and avoidance of wind, ice loading and other hazards, and the maintenance of the structural and operational integrity of the poles, ducts, conduits, cables, equipment, power supplies and facilities of Licensor and of the Facilities of other users of Licensor's poles, ducts, and conduits;

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have these definitions:

1.1 Anchor

A device, structure or assembly, which stabilizes a pole and holds it in place through connection to an Anchor rod and which is typically embedded in the ground.

1.2 Anchor Rod

A metal rod connected to an Anchor and to which a Guy Strand is attached. Also known as a "Guy Rod".

1.3 Application

As may be further described in this Agreement and in the exhibits thereto, a written request from Salsgiver, on such form as Licensor may require, for a revocable, nonexclusive license or Permit from Licensor for Salsgiver to make an attachment of its Facilities on Licensor's Pole(s) for the use or uses and purposes stated in this Agreement.

1.4 Application Survey

Salsgiver's determination of which of Licensor's Poles Salsgiver wishes to attach its Facilities to.

1.5. ~~Cable Television ("TV") Headend or Head End.~~

~~The control center of a cable TV system, whose primary function is to receive via antenna, filter, amplify and process local, TV broadcast signals and to receive, decrypt, and modulate satellite-delivered video programming for distribution from the headend over cable, fiber or wire to, and receipt by, cable television subscribers as discrete channels.~~

1.6 Construction Standards

Standards and criteria for the arrangement, clearances, attachment and/or location of Facilities, transmission wires and cables and of associated cable related equipment, Guys, Anchor Rods, Anchors, etc. on or at a Pole of Licensor as such arrangement, clearances, etc. are depicted by the measurements, space allocations and locations shown in Exhibits IV through VII of this Agreement and as they may be further dictated by any and all standards as set forth by the latest edition of the National Electric Safety Code and the National Electrical Code, by generally accepted engineering and safety practices, and by applicable laws, codes, rules, orders and regulations, including OSHA standards.

~~4.7~~1.6 Facilities.

An attacher's (A) transmission wire or cable attached, or to be attached, to Licensor's Pole and the attacher's wire or cable-related equipment such as Guys, hardware, Anchors, etc. necessary to secure its attachment and (B) its appurtenances (i) that must be attached to Licensor's Poles because they cannot be secured to a suspension strand or cable or on a stand, a pad, pedestal or other ground fixture or (ii) that Licensor attaches to its poles or licenses others to attach to its poles.

~~4.8~~1.7 Guy or Guy Strand

A metal cable of high tensile strength which is attached to a utility pole and Anchor Rod, Anchor, or another Pole for the purpose of reducing Pole stress.

~~4.9~~1.8 Joint Owner

An entity having a co-ownership interest with Licensor in a Pole, Anchor, and/or Anchor Rod.

~~4.10~~1.9 Joint User

An entity other than Salsgiver or Licensor which has, or may hereafter have, a right of use of Licensor's Poles.

~~4.14~~1.10 Licensor's Poles or Pole(s)

The telephone system distribution poles, ducts and conduits used and controlled by Licensor, solely or jointly, through ownership or other legal arrangement and upon which Licensor may permit a third party to make attachment.

~~4.12~~1.11 Make-Ready Cost

Costs including, but not limited to, the cost of the Make-Ready Survey and the cost, determined on a time and material basis or, in the case of use of a contractor to perform work, the charge to Licensor, of the materials, labor, engineering, supervision, overheads, clearing, and tree-trimming and the rearrangements, transfers, replacements, or removals of facilities for accommodation of Salsgiver's requested attachments on Licensor's Poles. ("Engineering" includes, but is not limited to, design, proper conductor spacing and bonding, and calculations to determine needed clearances and Guy strength requirements for both horizontal and traverse loading.) Make-Ready Costs may also include the cost of changing out of any and all Poles and may include the cost of installation and/or removal of Guys, Anchors, stubs, temporary construction and all other construction and installation needed under the Construction Standards.

~~4.16~~1.12 Make-Ready Survey

Licensor's survey, review, and inspection of the status, condition, location, and capacity of Licensor's Poles and determination of whether sufficient capacity exists on the Licensor's Poles to accommodate the attachment of Salsgiver's Facilities under this Agreement and, if such capacity exists, Licensor's determination of the Make-Ready Work needed for such accommodation.

~~4.17~~1.13 Make-Ready Work

As decided by Licensor in its reasonable judgment and discretion exercised on a nondiscriminatory basis, the work necessary to accommodate the attachment of Salsgivers Facilities on Licensor's Pole or Poles, which work may include the rearrangement and/or transfer of existing Facilities on a Licensor Pole or Poles, the replacement of a Licensor Pole or any other changes or work needed to assure that Construction Standards are met by the attachment and that the attachment will not interfere with existing facilities of Licensor or of joint users and with the use of the Licensor Pole by Licensor or joint users. Make-Ready Work shall not include correcting pre-existing safety violations of Licensor or Joint Users.

~~4.18~~1.14 Permit

As used in this Agreement and its exhibits, "Permit" means the same as "license" and vice-versa.

~~4.19~~1.15 Suspension Strand

A metal cable of high tensile strength attached to a pole and used to support Facilities. Also known as "messenger cable".

~~4.20~~1.16 Conduit

A structure containing one or more ducts, usually placed in the ground, in which cables or wires may be installed and which is not, prior to approval of a license to Salsgiver hereunder, otherwise reserved for Licensor's exclusive use.

~~4.21~~1.17 Duct

A single enclosed raceway for conductors, cable and/or wire and which is not, prior to approval of a license to Salsgiver hereunder, otherwise reserved for Licensor's exclusive use.

~~4.22~~1.18 Additional Definitions

Unless otherwise defined herein, the terms and definitions used in the Federal Cable Communications Act of 1984, as amended and supplemented by the Federal Cable Communications Act of 1992 and the Federal Telecommunications Act of 1996, and in the regulations thereto and in successor legislation and regulation (the "Cable Act") are hereby incorporated by reference.

ARTICLE II
SCOPE OF AGREEMENT

2.1 General Purpose and Terms

The general purpose of this Agreement is to set forth the terms and conditions by which Salsgiver may apply for a revocable, non-exclusive license to attach Salsgiver's Facilities to Licensor's Poles ~~in a franchise territory~~ for Salsgiver's provision of ~~CATV service (and/or commingled communications)~~telecommunication services for PUC permitted uses to subscribers ~~within that franchise territory for Salsgiver's CATV system~~. Before Salsgiver may make an attachment to any of Licensor's Poles, it shall (A) conduct an Application Survey, (B) submit a completed Application including signature (Exhibit I of this Agreement) to Licensor which contains any documents required by the Application and this Agreement, and, inter alia, lists each Licensor Pole it wishes to attach to and the changes it wishes on each such Licensor Pole, (C) await Licensor's determination of whether Salsgiver's attachments can be accommodated on Licensor's Poles, the Make-Ready Work needed to accommodate Salsgiver's attachments, and the estimated cost of the Make-Ready Work, (D) pay Licensor's estimated cost of the Make-Ready Work, (E) have presented the certificates of insurance required by Section 6.11 of this Agreement, (F) await the completion of Make-Ready Work and the Licensor's issuance of a written Permit or license for the attachment(s) to proceed, and (G) acquire such land owner permissions and governmental licenses, approvals, and certifications as may be needed for Salsgiver to proceed with its attachments. Failure by Salsgiver to initiate and complete the attachment(s) within the time specified in this Agreement shall void the attachment Permit or license issued by Licensor. Nothing in this Agreement shall be construed to require Licensor to grant a license or Permit for Salsgiver to attach to any particular Licensor Pole. Permits and licenses for attachment to Licensor's Poles will only be granted for those Licensor Poles which are located within the franchise area for

which the Salsgiver has been granted a franchise by the applicable franchising authority. Following completion of the aforesaid attachment(s), nothing herein shall be interpreted to mean that Licensee is prohibited from extending its attached cable, fiber or wire to a private or other non-Licensor pole if the Construction Standards are met.

- 2.2. No use, whatever its duration, of Licensor's Poles or payment of any fees or charges required under this Agreement shall create or vest in Salsgiver any ownership or other property right in such Licensor Poles, their Anchors or Guys. Neither this Agreement nor any license or Permit granted hereunder shall constitute an assignment of any of Licensor's rights to Salsgiver or its agents to use the public or private property at the location of Licensor's Poles.
- 2.3. Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place, replace or maintain any Licensor Pole, facility, fixture, structure, or equipment for the use or convenience of Salsgiver. The maintenance, replacement, removal, relocation, replacement or addition Licensor's Poles, facilities, fixtures, structures, or equipment shall remain within the sole province and discretion of Licensor. Nothing herein shall be construed to require Licensor to exercise its power of eminent domain or condemnation to meet Salsgiver needs or to accommodate attachment of Salsgivers Facilities.
- 2.4. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) or arrangement(s), which Licensor has heretofore entered into, with another or others not party to this Agreement. The rights of Salsgiver shall at all times be subject to the terms of any such agreement(s) or arrangement(s) as made known to Salsgiver, including but not limited to those of any joint-use or joint-ownership agreement(s), between Licensor and any Joint User, Joint Owner or governmental entity not a direct party to this Agreement.
- 2.5. This agreement consists of the Agreement, Appendix I thereto, and Exhibits I – VII to the Agreement.
- 2.6. This Agreement and any communications and submissions made pursuant to this Agreement shall remain confidential except as may be required by law.

ARTICLE III SPECIFIC LIMITATIONS

3.1 Limitations on Use of Licensor's Poles

Salsgivers attachment and installation of Facilities to Licensor's Poles or its ducts and conduits other than as allowed by this Agreement shall be deemed to be a material breach of this Agreement and a trespass and shall void the license or Permit.

3.2 Limitations on Number of Attachments and Installations and on Location of Attachments

Salsgiver is limited to one attachment per Licensor Pole and one installation per conduit, that attachment or installation is to include no more than one (1) cable (with, in the case of an attachment, associated through-bolt, clamps or other securing hardware). Salsgiver shall make all attachments on the same side of the Licensor Pole as Licensor has done and in accordance with Section 4.4 hereto. Two-sided attachments are

prohibited. (When Licensor determines that it is necessary to transfer existing attachments to another Pole, Licensor reserves the right to make two-sided attachments if the transferred attachments cannot be returned to their original configuration.) The cable shall be attached consistent with the clearances and locations shown in the Construction Standards and shall not be attached in any space determined to be unusable or unavailable by Licensor. Unusable or unavailable another attacher. Attachment may be made to non-wooden Licensor Poles only if express, written agreement is obtained from Licensor, which agreement shall not be unreasonably withheld.

- 3.3 The limitations stated in this article are supplemental to, and not in lieu of, any other limitations and restrictions imposed on Salsgiver in the remainder of this Agreement or in its appendices or exhibits.
- 3.4 Limitations under this Agreement regarding the manner and means of attachment shall be applied to Salsgiver in a nondiscriminatory manner and consistent with Licensor's own engineering practices.

ARTICLE IV ATTACHMENT APPLICATION

4.1 Application Survey and Application for Permit to Attach

4.1.1 Before submitting the Application (Ex. 1 hereto) for a Permit or license under this Agreement, Salsgiver shall perform an Application Survey. The survey when completed:

- (A) Shall describe in detail Facilities which Salsgiver proposes to attach to Licensor's Poles,
- (B) Shall include a detailed sketch showing (i) the location and route of the said Licensor Poles, (ii) the character of Salsgiver's proposed attachments and (iii) the location of space desired on each Licensor Pole;
- (C) Shall state all measurements which may be required for Licensor to determine if rearrangement of current facilities in the Licensor Poles may be necessary to accommodate Salsgiver's Facilities and to determine if the Licensor Poles have adequate capacity for the proposed attachments; and
- (D) Shall include any wind and ice loading analyses Licensor requires.

The Application Survey shall be submitted as a part of the Application. Licensor may reject any Application if, in Licensor's reasonable judgment, exercised in a nondiscriminatory manner, the Application Survey does not contain the information required in sufficient detail.

4.1.2. In making its Application, Salsgiver shall use the form shown in Exhibit I, Sheet 2 of this Agreement. On the form Salsgiver shall list: the Licensor Pole I.D. number and location of each of Licensor's Poles on which attachment is sought, the

changes on each Licensor Pole which Salsgiver believes necessary to accommodate its attachment, and such other information as the form may require. On the form, Licensor's Poles shall be listed consecutively in pole lines consistent with Salsgiver's reasonable construction plans. Salsgiver shall limit each Application to no more than 100 of Licensor's Poles at one time.

4.1.3. Submission of the Application to Licensor shall be deemed Salsgiver's authorization for Licensor to proceed with the Make-Ready Survey and Salsgiver's agreement to pay for the cost of the Make Ready Survey, including the cost of Engineering.

4.2 Multiple Applications

Salsgiver may submit multiple Applications for processing and each Application shall indicate the priority of the Application compared to Salsgiver's other Applications. (In the absence of such indication of priority, it shall be at Licensor's sole discretion to determine the order of priority of the multiple Applications.) Licensor will process each Application in order of priority. If another applicant submits an Application or Applications at the same time that Licensee has Applications pending (or vice-versa), Licensor will process the highest priority Applications of each applicant in order of receipt. If Applications of two applicants have equal priority and include requests to attach to the same Licensor Pole(s) and if space exists to accommodate only one of the attachments, then the application received earlier shall be processed first with regard to the pole(s). If both attachments can be accommodated on the Licensor Pole, then each applicant shall share in the Make-Ready Cost for the Licensor Pole(s). An Application shall be considered to be pending until it has been approved or rejected by Licensor or withdrawn.

4.3 Make-Ready Survey

After receiving the Application and Application Survey, Licensor will conduct a Make-Ready Survey to determine (A) whether the Licensor's Poles, the surrounding area, or any individual Licensor Pole or Poles described in the Application are suitable for the attachment of Salsgiver's Facilities and (B) what Make-Ready Work is needed to accommodate Salsgiver's attachments. At Licensor's request, Salsgiver shall arrange for its personnel to participate with Licensor's personnel and, if necessary, personnel of other attaching parties in the Make-Ready Survey. The Make-Ready Survey may identify, among other things, the exact location on each Licensor's Pole on Mich Salsgiver's attachment is to be made. Salsgiver shall be responsible for and shall pay upon demand all reasonable costs and expenses finally incurred by Licensor and other attaching parties for the Make-Ready Survey, including Engineering cost and expenses. Engineering cost and expenses shall be calculated using Licensor's engineering rate in effect at the time the Make-Ready Survey is performed.

4.4 Processing of Application

4.4.1 Following the Make-Ready Survey, Licensor will determine which of Licensor's Poles, ducts and conduits listed in the Application can accommodate (and/or are available for) attachment and installation of Salsgiver's Facilities: (a) with Make-Ready Work and (b) without Make-Ready Work. Licensor may strike from the Application those Licensor Poles, ducts and conduits it determines to be

unsuitable or unavailable for attachment or installation. If a Licensor Pole, duct or conduit is suitable and available for attachment, Licensor will determine what Make-Ready Work, if any, is needed for the Licensor Pole. Licensor will also determine its estimated Make-Ready Cost.

4.4.2 Licensor may disapprove an Application in whole (or in part with regard to designated Licensor Poles, ducts and conduits) for such reasons as are permitted by this Agreement, including if Licensor's determines, in its reasonable judgment, exercised in a nondiscriminatory manner, (a) that any or all of said designated poles, ducts or conduits cannot reasonably accommodate even with Make-Ready Work, or are not suitable for, Salsgiver's Facilities, (b) that a pole or poles, ducts or conduits identified in the Application are not Licensor's, (c) that Salsgiver's Facilities will interfere with or inhibit use of the Licensor's Poles, ducts or conduits by Licensor or existing attachers, or (d) that hazardous materials exist in, or may be disturbed by, Salsgiver's Facilities, or for any reason consistent with law. The basis for any such disapproval shall be provided in writing to Salsgiver. Such disapproval shall not prohibit Salsgiver from submitting a revised or amended Application.

4.4.3 Notwithstanding rejection of its Application(s), Salsgiver shall remain liable for the cost of the Make-Ready Survey and the Engineering costs incurred in processing the application. Salsgiver may not resubmit its Application, submit any other application, or have any pending application processed until such costs are paid.

4.5 Notice of Make-Ready Cost Estimate

If Licensor determines that Make-Ready Work is required to allow Salsgiver to attach its Facilities to Licensor's Poles, Licensor will prepare a written estimate of the Make-Ready Costs (with a break-out showing Licensor's Engineering costs contained therein) and will provide the estimate to the Salsgiver for payment. No Permit for attachment of Salsgiver's Facilities shall be granted or Make-Ready Work will be done until Licensor has received the following: payment of the estimated Make-Ready Costs, the required proofs of insurance, signed authorization from Salsgiver for the Make-Ready Work to proceed ~~and, if Salsgiver is to provide a governmentally franchised, or certificated service over its Facilities, proof of such grant of franchise or certificate, including a map of the franchise area.~~ No Permits shall be granted for Licensor Poles located outside the ~~Salsgiver's franchise area boundary~~ PUC's jurisdictional territory. If rearrangement or transfer of Joint User Facilities is required to accommodate attachment of Salsgiver's Facilities, then Salsgiver will also be required to pay the cost of such rearrangement or transfer.

4.6 Payment of Make-Ready Cost Estimate and Submission of Required Proofs

Salsgiver shall have thirty (30) days from the date of issuance of the Make-Ready Cost estimate to provide Licensor with payment of the estimate, with the Make-Ready Work authorization, and the required proof of its aforesaid governmental licensure, franchise grant, or certification as applicable. (Payment will be deemed made on the date received.) No Make-Ready Work will be conducted until these requirements are met, as well as the requirement that Salsgiver shall have submitted to Licensor the certificates of insurance required by this Agreement.) Failure by Salsgiver to meet the thirty (30) day deadline shall be deemed a withdrawal of the Application unless a prior extension is

granted. Make-Ready Work will be completed as promptly as is practicable (and subject to Licensor's own regulated service obligations) within a reasonable time after such requirements are met.

4.7 Issuance of Permit

Following completion of the Make-Ready Work by Licensor and, as necessary, any Joint Users and subject to the other provisions of this Agreement, Licensor will issue Salsgiver a Permit to attach to Licensor's Poles which have been approved for attachment. Pole attachments by Salsgiver shall commence and be completed within the times specified in this Agreement.

4.8 Withdrawal of Application

If Salsgiver's Application is withdrawn, Salsgiver shall nevertheless be liable for the cost of the Make-Ready Survey, Engineering and Make-Ready Work done as of the date of Licensor's receipt of the withdrawal.

ARTICLE V ATTACHMENT AND INSTALLATION

5.1 Commencement of Attachment and Completion of Installation

Following notification of issuance of Permit, Salsgiver shall have 90 days from the date of such notice to commence attachment of its Facilities on Licensor's Poles for which it has been granted such Permit and 6 months from the date of the notice to complete the attachment. Failure to commence attachment within the 90 days or to complete the attachment within the 6 months shall void any attachment Permit or license for the Licensor Pole(s) in question. All attachments of Salsgiver shall be placed only within the pole space and at the location designated by the Licensor. Licensor reserves the right to specify attachment requirements over and above those stated in this Agreement (including the Exhibits hereto) as conditions or circumstances warrant provided that such requirements are nondiscriminatory. Salsgiver shall install on its attached Facilities, markers in the form of an identification tag, which is clearly visible from ground level and in a color and shape reasonably satisfactory to Licensor. The markers shall include the name of the Salsgiver. Markers shall be installed on the Suspension Strand, at every first, fifth, and last main-line Licensor's Pole to which Salsgiver has been granted a license or Permit to attach, including the first Licensor's Pole in all lateral lines and at all crossover points. If Salsgiver fails to perform any of these obligations, Licensor may terminate this Agreement and any license or Permit granted hereunder upon Salsgiver's failure to cure said lack of performance within thirty (30) days after notice.

5.2 Manner of Attachment and Maintenance Thereof

5.2.1 All attachments by Salsgiver are to be placed on poles of Licensor in a manner satisfactory to Licensor and in accordance with the Construction Standards and so as not to interfere with the present or any future use which Licensor makes of Licensor Poles or wires attached thereto. Salsgiver, at its own expense, shall make and maintain or cause to be made or maintained such attachments in safe

condition and in thorough repair, and in a manner suitable to Licensor which will not interfere with the use of said Licensor Poles by Licensor or by existing Joint Users, or interfere with the working use of Facilities thereon. Licensor shall be the sole judge as to requirements for the present or future use of its poles and equipment and of any interference therewith; provided, however, that Licensor shall exercise its judgment reasonably and in a nondiscriminatory manner.

5.2.2 All attachments made by or for Salsgiver shall be installed, and at all times maintained, by or on behalf of Salsgiver so as to comply with the requirements of the Construction Standards. Salsgiver shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Salsgiver's attachments on Licensor's Poles. Exhibits IV through VII of this Agreement contain sketches showing the general acceptable arrangement and location of Salsgiver's attachments on a pole of Licensor with respect to other attachments on the same Licensor Pole.

5.2.3 Under no circumstances shall Salsgiver allow any third party to over-lash Facilities to Salsgiver's attachments without said third party having received a license from Licensor for such over-lashing nor shall Salsgiver be allowed to over-lash on Licensor's, a Joint User's, or a trespasser's attachments; provided, however, that Salsgiver may over-lash to its own attachments permitted under this Agreement. Licensor reserves the right to inspect, at Salsgiver's expense, each attachment and installation made by Salsgiver upon its initial completion, and also reserves the right to subsequently inspect Salsgiver's Facilities during the term hereof and to require maintenance work by Salsgiver as necessary to maintain compliance with the Construction Standards. There shall be no charge to Salsgiver if no lack of compliance is found. All such maintenance work shall be at Salsgiver's expense. If Salsgiver fails or refuses to perform such work within 30 days after being notified by Licensor, Licensor may perform, or direct the performance of, the work and charge Salsgiver for the cost. By reserving this right hereunder to inspect and to require or perform maintenance, Licensor undertakes no obligations, responsibilities, or liabilities whatsoever with respect thereto. Licensor's exercises of such rights shall be solely within its reasonable discretion and shall not relieve Salsgiver of its obligation to maintain Salsgiver's Facilities in compliance with the Construction Standards at all times. With regard to installations made in ducts and conduits, Licensor reserves the right to supervise said installations and at Salsgiver's expense.

5.4 Failure of Salsgiver to Follow Directives of Licensor after Notice

Notwithstanding any right Licensor may have to terminate this Agreement or any Permit granted hereunder with or without notice due to the non-compliance of Salsgiver's attachments with the Construction Standards as such standards may now or in the future exist, due to the interference of the attachments with Licensor's facilities or the Facilities of existing Joint Users, or due to the creation of a hazard by such attachments, Licensor may instead notify Salsgiver to cure or remedy such noncompliance, interference, or hazard. Upon said notice from Licensor and at Salsgiver's own expense, remove, repair, rearrange, replace or change its attachments, transfer them to other Licensor Poles or perform any other work in connection therewith as may be directed by Licensor for proper reason. Should Salsgiver fail to perform within the time specified by

Licensors any work as may be required by Licensor pursuant to the terms hereof, Licensor upon ten (10) days' written notice to Salsgiver, may either cancel Salsgiver's Permits as to the affected Licensor Poles and/or terminate this Agreement and/or perform such work itself; provided, however, that if the nature of the work required is such that it cannot reasonably be performed within the time specified by Licensor, Salsgiver shall be afforded such additional time as is necessary if Salsgiver commences such work within the specified time period and thereafter diligently prosecutes the same to completion. If Licensor elects to perform such work Salsgiver shall, on demand, reimburse Licensor for the cost of such work, provided, however, that in cases of emergency, Licensor may perform the work without notice to Salsgiver.

5.5 Initial Installations of Poles, Replacements of Existing Poles and Rearrangements of Facilities in Connection with Proposed Attachments

- 5.5.1 If the Licensor elects to install a new Licensor Pole in order to provide adequate space and/or strength to accommodate attachments proposed by Salsgiver and/or to comply with the Construction Standards and the new pole must be higher and/or stronger than considered by Licensor to be necessary to accommodate its own attachments and the attachments of existing Joint Users, the cost of such extra height and/or strength shall be paid to Licensor by Salsgiver; provided, however, that any existing or new user of the new space on the pole shall pay a proportionate share of the modification cost. Such cost shall be the difference between the cost in place of the new Pole and the current cost in place of a Pole reasonably considered by Licensor to be adequate for its own attachments and those of existing Joint Users. The aforesaid payment shall be made whether the new Pole is an initial installation or a replacement of an existing Pole. The new Pole shall be the property of Licensor regardless of any payments by Salsgiver toward its cost and Salsgiver shall acquire no right, title or interest in and to such Licensor Pole.
- 5.5.2 Where a Licensor Pole is erected hereunder to replace an existing Pole solely to adequately accommodate an attachment proposed by Salsgiver, Salsgiver shall pay to Licensor, in addition to the amount called for in immediately preceding paragraph, a sum equal to the current replacement cost of the Pole being replaced, plus the cost of its removal. Salsgiver shall also pay to the respective Licensors thereof the cost of removing all existing attachments from such Pole and reestablishing the same or like attachments on the replacement pole. The replacement pole shall be the property of Licensor regardless of any payments by Salsgiver toward its cost and Salsgiver shall acquire no right, title or interest in and to such pole.
- 5.5.3 If attachments proposed by Salsgiver can be accommodated on existing poles of Licensor by rearranging facilities of Licensor and of existing Joint Users thereon and such existing Joint Users are willing, or may be required, to make such rearrangement, such rearrangement shall be made and Salsgiver shall on demand reimburse Licensor and the Joint Users for any expense incurred by it or them in transferring or rearranging their respective Facilities.

5.5.4 Any guying of Licensor's Pole(s) required by reason of Salsgiver's attachment(s) shall be done by Salsgiver upon the request and direction of Licensor and at Salsgiver's sole expense. Salsgiver shall provide its own anchorage and shall not, under any circumstance, attach Guys to Licensor's, or a Joint User's, Anchor or Anchor Rod. To the extent not otherwise possessed, Salsgiver is responsible for acquiring its own rights-of-way or licenses permitting its anchorage. If Salsgiver fails to make the requested guying within a reasonable time, Licensor may perform such work at the expense of Salsgiver.

5.6 No Modification

Salsgiver shall not modify or change the position of any attachment or place any additional Facilities on its attachments or the Suspension Strand that is supported by the attachments, except with the express written consent of Licensor, which consent shall not be unreasonably withheld or delayed. Before giving consent, Licensor may require Salsgiver to provide additional wind and ice loading analyses and otherwise demonstrate that the desired integrity of the Licensor Pole or the facilities of Licensor and other attaching parties is maintained. Maintaining authorized Facilities and installing or removing service connections shall not require prior authorization or notices, except that when a service drop is attached to or removed from a Licensor Pole, Salsgiver shall submit an Application at least 30 days prior to the attachment or removal.

5.7 Unauthorized Attachments

5.7.1 If any of Salsgiver's Facilities are found attached to Licensor's Poles or installed within its conduits or ducts for which no Application has been approved and Permit issued, or attached to Anchors, Anchor Rods, electric service entrance equipment including, but not limited to, meter housings, service masts, and service risers, or found to use unauthorized Anchor/Guy Strands or other equipment not permitted by the Construction Standards, or if Salsgiver attaches additional Suspension Strands not covered by the approved Application, Licensor, without prejudice to its other rights or remedies under this Agreement, including termination of this Agreement and any license or Permit granted hereunder, may impose a penalty charge of \$250 for each such unauthorized attachment plus back attachment fees for that unauthorized attachment; provided, however, that such back attachment fees shall not exceed the rent for the unauthorized attachment that would have accumulated during the previous four (4) years or since the most recent pole inspection, whichever is less. Salsgiver acknowledges that damages to Licensor would be difficult to quantify in such a situation, and, therefore, this amount is reasonable liquidated damages for the unauthorized attachment to its date of discovery and is not a penalty. Licensor may require Salsgiver to remove the unauthorized attachment(s) within a reasonable time period specified by Licensor and, if such time period is not met, may remove the attachment(s) itself. In the alternative and at its reasonable discretion, Licensor may allow Salsgiver to submit an Application for permission to continue the unauthorized attachment(s) on the Licensor Pole(s) in question, such Application to be made within a period of sixty (60) days and to include payment of Licensor's survey and engineering costs and Make-Ready Cost estimate, back attachment fees, and \$250 charge for each such unauthorized attachment. If Licensor does not receive the Application and the afore-mentioned payments within the specified time, Licensor may require Salsgiver to

immediately remove Salsgiver's unauthorized attachments or Licensor may remove Salsgiver's unauthorized attachments at cost to Salsgiver. Salsgiver shall indemnify and hold and save harmless Licensor and its contractors for any claims or damages of, or liability to, any party arising from, or in connection, with removal of Salsgiver's unauthorized attachments except in the case of Licensor's gross negligence or willful misconduct and shall indemnify Licensor for any reasonable attorney fees incurred in defending against such claims. Licensor shall have no liability to Salsgiver's customers or end users on account of such removal.

- 5.7.2 Licensor may conduct any audits it deems necessary to verify that attachments made by Salsgiver to Licensor's Poles are authorized under this Agreement. If an audit discloses an unauthorized attachment or an unauthorized attachment to equipment or facilities provided by Licensor's customer exclusively for Licensor's use, Licensor may, without prejudice to any other rights or remedies it may have hereunder, require Salsgiver to pay the cost of the audit.

5.8 Extent of License or Permit

- 5.8.1 No use, however extended, of Licensor's Poles under this Agreement shall create or vest in Salsgiver any ownership of property rights in Licensor's Poles or facilities. Salsgiver's rights under any license or Permit granted hereunder shall be and remain a mere non-exclusive, revocable license. Licensor reserves the right to maintain its Poles and to operate its own facilities thereon in such a manner as will best enable it to fulfill its own public service requirements. Licensor shall not be liable to Salsgiver or Salsgiver's customers or end-users for any interruption in the service provided Salsgiver through its attachments or for any interference with the operations of the Facilities of Salsgiver arising in any manner out of the use of Licensor's Poles hereunder.
- 5.8.2 Licensor reserves the right, without liability to Salsgiver or to Salsgiver's customers or end-users, to discontinue the use of, remove, replace or change the location of any or all of its Poles or attachments regardless of any occupancy of Licensor's Poles by Salsgiver, following reasonable notice to Salsgiver which shall be in writing as circumstances permit. Licensor also reserves the right, upon reasonable written notice to Salsgiver, to revoke any attachment Permit or license issued hereunder if, in Licensor's reasonable judgment applied in a non-discriminatory manner, the attachments covered by said Permit or license will interfere with its own service requirements, are in conflict with the requirements of any government authority or the rights of existing Joint Users, or fail to comply with the Construction Standards. On receipt of such notification, Salsgiver at its own cost shall remove the attachments in question within a reasonable time period specified by Licensor, or if Salsgiver fails to do so, Licensor may remove Salsgiver's attachments at cost to Salsgiver. Salsgiver shall indemnify and hold and save harmless Licensor and its contractors for any claims or damages of, or liability to, any party arising from, or in connection, with removal of Salsgiver's unauthorized attachments excepting such claims, damages, or liability arising from the gross negligence or willful misconduct of Licensor and shall indemnify Licensor for any reasonable attorney fees incurred in defending against such claims.

5.9 Notice to Remove Attachments Due to Pole Abandonment, Removal, or Relocation

If, after having approved an Application of Salsgiver or having issued Salsgiver a Permit or license hereunder, Licensor desires to abandon, remove, or relocate any Licensor Pole to which Salsgivers Facilities are attached or determines that for any reason some or all of the Licensor's Poles have become unsuitable or unneeded for Licensor's facilities, Licensor will notify Salsgiver as soon as reasonably practicable by furnishing Salsgiver documentation on the Notification of Removal by Licensor form attached hereto and made a part hereof as Exhibit III indicating the Licensor's Poles affected. Salsgivers right and license to use the Licensor's Poles shall terminate upon the earlier of (i) 60 days following the date of such notice, or (ii) the scheduled date of abandonment, removal, or relocation (unless the parties make mutually agreeable arrangements to continue to accommodate Salsgivers Facilities on other of Licensor's Poles), which scheduled date shall be established so as to give Salsgiver reasonable prior notice. Salsgiver shall, at its sole cost after the written notice by Licensor, make such removal or transfer of its attachments as shall be required to vacate the affected Pole(s). If Salsgiver has not vacated such Licensor's Pole(s) within the time period specified herein, then Licensor or its contractor may remove Salsgiver's Facilities, and the actual costs of removal shall be directly paid or reimbursed by Salsgiver within 30 days after invoice from Licensor or its contractor. Licensor shall have no liability or responsibility to Salsgiver or Salsgiver's customers or end-users for such removal of attachments, and Salsgiver shall indemnify Licensor and its contractor for any claims or damages of or liability to third parties, including reasonable attorneys' fees, arising from or in connection with such removal or transfer activities excepting such claims, damages or liability which results from the gross negligence or willful misconduct of Licensor.

5.10 Application for Removal

If Salsgiver desires to remove its Facilities from any of Licensor's Poles or to relinquish its license or Permit for a Pole to which it has never attached, it shall notify Licensor by submitting a completed "Notification of Removal by Licensee" form attached hereto and made a part hereof as Exhibit II. On the notification, it shall indicate the Licensor's Poles to be affected by the removal or relinquishment and the person responsible for supervising the removal activities. Salsgivers right to utilize such Licensor's Poles shall terminate 90 days following receipt of the notification by Licensor. Salsgiver shall indemnify Licensor and its contractor for all claims or damages of or liability to third parties, including reasonable attorneys' fees, arising from or in connection with such removal activities. Salsgiver's obligation to pay attachment fees shall continue while Salsgiver's Facilities are attached to the Licensor's Poles and shall terminate when Licensor is satisfied that removal is complete.

5.11 Accommodation of Future Attachers

Upon notice from Licensor, Salsgiver shall rearrange and/or move its attached Facilities in order to accommodate the Facilities of a future attacher who has been issued a Permit or license to attach to Licensor's Poles. The cost incurred by Salsgiver for rearranging, moving, and reattaching its Facilities shall be borne by such attacher.

ARTICLE VI CONDITIONS

6.1 Subordination

Nothing in this Agreement shall be construed to deny, prohibit, or interfere with Licensor's rights and abilities to utilize Licensor's Poles, ducts, conduit, easements and rights of way to furnish its services to its customers. All rights of Salsgiver hereunder are subject and subordinate to Licensor's rights to so utilize the Licensor's Poles, and Licensor retains all rights, consistent with law, to sole and priority use of the Licensor's Poles, ducts and conduits.

6.2 Permits, Licenses, and Grants

Salsgiver, at its own cost, shall be solely responsible for obtaining from the relevant public authorities and owners and holders of real property any permits, licenses, certificates, franchises, and grants which may be necessary under applicable law to attach or operate Salsgiver's Facilities within the rights-of-way and easements occupied by the Licensor's Poles, ducts and conduits. If Licensor owns the land containing its poles, ducts or conduits, then grant of a Permit hereunder shall be a grant of a non-exclusive easement to Salsgiver for access to said poles, ducts, or conduits.

6.3 Right of Public Authorities

Licensor shall have the right to rearrange, remove, or transfer or require Salsgiver to rearrange, remove, or transfer, Salsgiver's Facilities to accommodate public authorities in the exercise of their governmental powers, and the costs of such rearrangement, removal, or transfer and any subsequent reattachment shall be borne by Salsgiver.

6.4 Representations

Salsgiver shall assure that its employees, contractors, agents, and representatives do not represent to any landowners, tenants, or occupants of the property on which work is performed under this Agreement or under any license or Permit granted hereunder that Licensor has granted Salsgiver any permission or right to use utility easements or equipment provided to Licensor or its customers for Licensor's use to provide service, or any permission or right to otherwise enter upon the property of landowners, tenants, or occupants. Salsgiver shall instruct its employees, contractors, agents and representatives not to make such representations.

6.5 Other Restrictions

Any rights granted to Salsgiver hereunder may be subject to licenses, agreements or contracts previously obtained by Licensor from, or permissions of, government authorities or private persons, such as, but not limited to, easements or rights-of-way concerning Licensor's use and installation of Licensor's Poles.

6.6 License Only

This Agreement and any license or Permit granted hereunder shall not vest ownership in any of the Licensor's Poles, ducts or conduits or other facilities in Salsgiver but is and shall continue to be a license to use the Licensor's Poles in accordance with the terms hereof. Salsgiver shall obtain no priority for its attachments over any other party's attachments except as specified in this Agreement and required by applicable law.

Salsgiver expressly agrees that any of its attachments which have not received Licensor's express authorization shall not have priority over any attachment of any other party which receives prior authorization.

6.7 Non-exclusive

This license is non-exclusive and Licensor reserves the right to grant similar licenses to others and to make other arrangements with third parties to use Licensor's Poles. Salsgiver understands that Licensor may have entered into agreements with other entities for the joint and/or licensed use of its facilities, including the Licensor's Poles. Salsgiver further understands that some of Licensor's Poles may be co-owned or controlled by Licensor with an electric utility company and that such company may request that the attachments of another party on such poles be arranged, transferred, rearranged, or modified so that it may meet its safety or service needs or its regulatory obligations. In such case, that party may be required either to pay for the reasonable cost of the arrangement, transfer, rearrangement, or modification or to implement same.

6.8 Damage Repair

In the course of installation, operation, and maintenance of Salsgiver's Facilities, Salsgiver shall use due care, and any damage to the Licensor's Poles or other Licensor or Joint User equipment and facilities shall, at the option of Licensor be either repaired by and the cost borne by Salsgiver or repaired by Licensor and the cost thereof borne by Salsgiver.

6.9 Indemnification by Salsgiver

6.9.1 Salsgiver shall indemnify and save and hold harmless Licensor, its officers, affiliates, employees, and agents from all claims, liabilities, causes of action, or other legal, equitable or administrative proceedings, (including all court costs, expenses, and reasonable attorneys' fees incurred in defending such claims), which such claims and liabilities may include, but are not limited to, property damage, trespass, violation of easement agreements, copyright violation, violation of governmental laws, rules, regulations, or ordinances, injury or death of any person, including Licensor's or Salsgiver's agents and employees, in any way arising out of, connected with, or resulting from Salsgiver's exercise of the rights granted hereunder, Salsgiver's omission to perform any required act, the existence or operation of Salsgiver's Facilities on the Licensor's Poles hereunder, or any other authorized or unauthorized use of the Licensor's Poles, facilities and related easements by Salsgiver, its employees, agents, or contractors excepting only claims and liabilities resulting from Licensor's gross negligence or willful misconduct.

6.9.2 Duty to Defend and Cooperate

The above indemnity obligations of Salsgiver shall include, at Licensor's option, Salsgiver's defense, at its own cost, of Licensor against the aforesaid suits, actions, liabilities or claims. Regardless of which party defends, the remaining party shall provide the other (and its insurer) with its full cooperation in such defense.

6.9.3 No Licensor Liability for Incidental, Special, or Consequential Damages

In no event shall Licensor, its affiliates, directors, officers, employees, agents or customers have any liability whatsoever for any incidental, special or consequential damages of any kind including, but not limited to, any loss of anticipated profit or revenues or other economic loss in connection with or arising from anything done or omitted hereunder, even if Licensor has been advised of the possibility of such damages.

6.10 Insurance

During the term of this Agreement and as long as Salsgiver is using the Licensor's Poles pursuant to Permits granted under this Agreement, Salsgiver shall maintain in full force and effect, with a carrier or carriers duly authorized to do business in Pennsylvania, the following coverage:

6.10.1 Worker's compensation insurance complying with the laws of the Commonwealth of Pennsylvania, even if the Salsgiver is exempt by law from such insurance requirement;

6.10.2 General property damage insurance with limits of not less than \$1,000,000 as to any one occurrence and \$2,000,000 in the aggregate;

6.10.3 General liability insurance for injury or death of persons of not less than \$1,000,000 as to any person and \$2,000,000 as to any one occurrence;

6.10.4 Automobile liability insurance on all self-propelled vehicles used in connection with this Agreement whether owned, non-owned, or hired with public liability limits of not less than \$2,000,000 combined single limit covering bodily injury, death or property damage; and

6.10.5 Contractual liability insurance to cover the liability assumed by the Salsgiver under the agreement of indemnity set forth in Sections 6.9.1, 6.9.2 and 6.9.3 hereto.

The limits of such insurance coverage shall not be construed to limit Salsgiver's liability under this Agreement.

6.11 Certificate of Insurance

Within fifteen (15) days after the execution of this Agreement, Salsgiver shall furnish to Licensor two (2) copies of a certificate or certificates from an insurance carrier or carriers reasonably acceptable to Licensor stating that policies of insurance have been issued by it to Salsgiver providing for the insurance required by Section 6.10 hereof and that such policies are in force. Such certificate(s) shall state that the insurance carrier(s) will give Licensor sixty (60) days' prior written notice of any cancellation of or material change in such policies. All insurance must be effective before Licensor will authorize Salsgiver to attach its Facilities to any Licensor Pole and all insurance shall remain in force until such Facilities have been removed from all such Poles. In the event of cancellation of such required insurance, equivalent substitute insurance must be immediately obtained so that appropriate insurance coverage exists at all times. (In the event that such equivalent

substitute insurance is not obtained or certificate of such insurance is not presented to Licensor within a reasonable time following request, then this Agreement shall be terminated and all Permits granted pursuant to this Agreement will be terminated.) Salsgiver shall cause its insurance policies to name Licensor as an additional insured for purpose of Salsgiver's obligations under this Agreement. Salsgiver shall assure that its insurance carriers shall maintain a rating by a national rating agency reasonably satisfactory to Licensor during the term of any license or Permit issued hereunder and any extensions thereto.

If the policy or policies of insurance required under this Article VI are cancelled or changed so that the requirements of Article VI will no longer be satisfied, then this Agreement terminates upon the effective date of such cancellation or change and all Permits granted pursuant to this Agreement are terminated.

Salsgiver shall be responsible for ensuring all agents, contractors, and subcontractors are in compliance with Article VI prior to performing any work and during all construction.

6.12 Performance Bond

Salsgiver shall furnish a bond or letter of credit in the amount of Five Thousand Dollars (\$5,000) to guarantee the performance of the obligations assumed by Salsgiver under the terms of this Agreement not otherwise covered by the insurance required by Section 6.10 hereof. Such bond or letter of credit shall be submitted to Licensor with thirty (30) days of the execution of this Agreement.

6.13 Salsgiver's Employees and Contractors

In performing the attachment work on the Licensor's Poles and any maintenance, testing or inspection work once attachment work is completed, Salsgiver, shall utilize only competent employees and contractors knowledgeable in the work to be performed who are familiar with the types of facilities on Licensor's Poles and with industry safe practices in, on and around the Licensor's Poles.

6.14 Reasonable Care

Salsgiver shall exercise reasonable care to avoid causing damage to facilities of Licensor and others located on Licensor's Poles and to equipment connected or associated with such facilities. In the event any such damage shall occur, Salsgiver shall make an immediate report to Licensor of such occurrence and shall promptly reimburse Licensor, Joint Owner, Joint Licensor, Joint User, or other Salsgiver, for all expenses incurred in repairing such damage.

6.15 Subject to Regulatory or Other Governmental Authority

6.15.1 To the extent that a license or Permit granted hereunder is subject to regulatory or governmental authority, it shall be subject to modification in order to comply with the laws, certificates, orders, or regulations of such authority.

6.15.2 Salsgiver's Facilities shall, at all times during the term of the license and any extensions thereof, be maintained in compliance with all laws, regulations,

ordinances, and rules of governmental bodies having jurisdiction over the subject matter hereof (the "Laws") which are currently or may hereafter be enacted. Salsgiver shall be responsible for the costs of implementing all alterations, modifications, or adjustments to Salsgiver's Facilities, which may be required by the Laws within the time period permitted for compliance by the Laws or by Licensor. Licensor reserves the right, at its option, to designate a representative to oversee the work at Licensor's expense. If Salsgiver does not make such alterations, modifications, or adjustments to Salsgivers Facilities, Licensor may terminate this Agreement or any license or Permit granted pursuant to this Agreement and remove Salsgivers Facilities at Salsgiver's expense. Licensor shall have no liability or responsibility to Salsgiver or Salsgivers customers or end users for such removal, and Salsgiver shall indemnify Licensor and its contractor for any claims or damages or liability, including all costs and attorneys' fees arising from or in connection with such removal activities excepting only claims and liabilities resulting from Licensor's gross negligence or willful misconduct.

6.16 Contractor

Licensor shall have the right to engage other third parties to perform any work under this Agreement. Billing to the Salsgiver in such cases shall be the amount billed to Licensor by the third party plus an Administrative Charge not to exceed 10% of the amount billed .

ARTICLE VII FEES AND COSTS

7.1 Fees

7.1.1 Salsgiver shall pay to Licensor an annual per Pole Attachment/Duct Section Installation/Conduit Section Installation rent (annual Pole, duct, conduit attachment/installation license fee) as set forth in Appendix I for the use of each of Licensor's Poles or section of duct or conduit for which an attachment/installation license or Permit has been obtained under this Agreement. Payment shall be due in advance. Licensor will render a statement of the annual rental due on or around the twentieth (20th) day of January of each year, which amount shall be payable within thirty (30) days thereafter. Payments pursuant to such statement shall be based upon the number of Licensor's Poles that are licensed to Salsgiver as of the first day of January of the rental year in question. Rental payments for a Permit or license issued during a particular rental year but subsequent to the first day of January thereof shall be prorated and be payable within thirty (30) days after issuance of the license or Permit. A rental year shall run from January 1st through December 31st. Acceptance of any rental payment by Licensor shall not constitute a waiver by Licensor of any rights under this Agreement.

7.1.2 Licensor may adjust or modify the fees and charges specified in Appendix I by giving written notice of such adjustment or modification to Salsgiver not less than sixty (60) days prior to the beginning of the rental year in which such adjustment or modification is to become effective.

7.1.3 Changes or amendments to Appendix I shall be effected by Licensor transmitting to the Salsgiver a new Appendix I, incorporating the changes or amendments.

The new Appendix I shall become a part of and be governed by the terms and conditions of this Agreement.

7.2 Salsgiver agrees to pay to Licensor the fees and charges as specified in this Agreement and as may be specified in and in accordance with the terms and conditions of Appendix I, attached hereto and made a part hereof.

7.3 As may be more specifically herein stated, nonpayment of any amount due under this Agreement or license granted hereunder shall constitute a default of this Agreement and/or the said license, as applicable.

7.4 Cost of Work Performed

In addition to such other costs as may be set forth in this Agreement, Salsgiver shall be liable to Licensor for the final cost of all work performed by Licensor or its contractors for surveys, inspections, engineering, rearrangement, remediation, installations and removals, including Make-Ready Costs, as described in this Agreement, for each license or Permit issued hereunder. Costs shall mean costs reasonably incurred and determined by Licensor's regular and customary calculation methods. Such costs invoiced to the Salsgiver shall be paid in advance unless otherwise permitted by Licensor or otherwise specified in this Agreement.

7.5 Assessments, Taxes, and Franchises

Salsgiver shall pay Licensor the amount of any assessment, tax, franchise, or other fee or charge paid by Licensor resulting from or due to Salsgiver's use of the Licensor's Poles, ducts and conduits, other than taxes on Licensor's income from this license. Licensor shall include the amount of such assessment, tax, franchise or other fee to Salsgiver in an invoice.

7.6 Interest on Unpaid Accounts

Any amount to be paid by Salsgiver to Licensor which is not paid when due shall bear interest at the rate of 1.25 percent per month (15 percent per annum) compounded monthly commencing with the date payment is due and continuing until paid.

ARTICLE VIII
ADVANCE PAYMENT

8.1 Salsgiver shall make an advance payment to the Licensor prior to:

8.1.1 any undertaking by Licensor of a Make-Ready Survey in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such Make-Ready Survey, or to have it performed by others, if such payment is requested by Licensor.

8.1.2 any performance by Licensor of any Make-Ready Work, with such payment to be equal to Licensor's estimated cost of the Make-Ready Work (the Make-Ready Cost estimate), including Licensor's Engineering costs.

8.2 The amount of the advance payment required will be credited against the final charge for

such Make-Ready Survey or Make-Ready Work.

- 8.3 Where the advance payment made by Salsgiver to Licensor for Make-Ready Survey or Make-Ready Work is less than the charge for such work, Salsgiver agrees to pay Licensor all sums due in excess of the amount of the advance payment in accordance with the terms of Appendix I.
- 8.4 Where the advance payment made by Salsgiver to Licensor for Make-Ready Survey or Make-Ready Work exceeds the charge for such work, Licensor will refund the difference to Salsgiver.

ARTICLE IX
TERM; CONSEQUENCES OF BREACH

9.1 Term of this Agreement

Unless sooner terminated as herein provided, this Agreement shall continue in effect for a term of five (5) years from the date hereof, and thereafter year-to-year until any party hereto terminates this Agreement by giving the other party at least six months' written notice thereof. Such six months' notice of termination may be given to take effect at the end of the original one-year period or thereafter. Termination under this provision may be made without cause.

Termination of this Agreement or any license or Permit issued hereunder shall not affect Salsgiver's liabilities and obligations incurred under the Agreement prior to the effective date of such termination.

9.2 Breach and Grounds for Termination

Subject to any cure period provided herein, Salsgiver shall be in default hereunder and in breach of this Agreement for: (a) nonpayment of any bill or invoice from Licensor within thirty (30) days after it is issued; (b) violation of any material term, condition, or covenant of this Agreement; (c) the attachment of any of Salsgiver's Facilities to Licensor's Poles without having an approved license or Permit therefor; (d) material noncompliance with the Construction Standards; (e) failure to upgrade or maintain Salsgiver's Facilities as required for compliance with this Agreement or the Construction Standards within the time permitted for upgrades or maintenance; (f) filing for dissolution, for declaration of bankruptcy or insolvency, or for the appointment of a receiver which filing is not dismissed within thirty (30) days; (g) an adjudication of Salsgiver as bankrupt or insolvent, the appointment of a receiver or trustee for Salsgiver's business or property, or Salsgiver's assignment of its property for the benefit of creditors; (h) the sale of all, or substantially all, of Salsgiver's assets. Without prior notice of default, conditions (f), (g) and (h) shall give rise to an automatic termination of this Agreement and of any license granted under this Agreement. ~~A license to attach to any Licensor Pole granted under this Agreement shall also be deemed terminated for all those Licensor Pole attachments within the Salsgiver's municipal franchise that are affected by any of the following: (1) upon Salsgiver's abandonment of cable TV service to the applicable franchise territory, (2) cessation of cable TV service to the applicable franchise (as described hereafter), (3) the loss, rescission, or final revocation of any franchise which the license applies to, (4) transfer of the cable TV franchise (except to an affiliate controlled by, under common control with, or controlling Salsgiver) without prior written consent of Licensor, which consent shall not be unreasonably withheld, or (5) failure to initiate cable TV service to subscribers in the franchise area within one year after completion of the Make Ready work.~~

9.3 Noncompliance

If Salsgiver fails to comply with any of the provisions of this Agreement or defaults in the performance of any of its obligations hereunder and fails within thirty (30) days (or within such lesser time as may be provided herein) after written notice from Licensor to correct such default or noncompliance, Licensor may terminate this Agreement and/or the attachment license covering Licensor's Poles and Salsgiver's attachments as to which

such default or noncompliance is applicable. Upon thirty (30) days written notice of such or any other termination allowed by this Agreement, Licensor may remove the attachments of Salsgiver at Salsgiver's expense, and Licensor shall incur no liability because of such action. No refund of any fees or charges shall be due Salsgiver on account of such termination or removal. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any of such terms or conditions, but the same shall be and remain at all times in full force and effect.

9.4 Action Brought by Licensor

Licensor may, at its option and with or without terminating this Agreement, file a claim against any bond supplied by Salsgiver or bring legal action to collect any amounts due from Salsgiver to Licensor hereunder. In any such action, Licensor shall be entitled to collect from Salsgiver, in addition to all other amounts, which may be due, the costs and expenses of collection, including reasonable attorneys' fees.

9.5 Cessation of Service by Salsgiver

Should Salsgiver cease to provide its ~~cable-TV-service~~services hereunder to its subscriber(s) through its attached Facilities, or should such service be interrupted due to Force Majeure, and not be resumed within 180 days after such interruption, then all of Salsgiver's rights, privileges and authorizations under this Agreement, including all licenses and Permits issued hereunder, shall terminate as of the date of such cessation of service or on the 180th day following such interruption of service. Force Majeure shall mean Acts of God, floods, storms, explosions, fires, strikes, labor troubles, insurrection, riots, terrorists attacks and acts of a public enemy.

ARTICLE X MISCELLANEOUS

10.1 Waiver

Licensor's failure to enforce any term or condition of this Agreement shall not be deemed a waiver thereof, but this Agreement shall remain in full force and effect and shall be enforceable by Licensor at any time.

10.2 Accrued Liability

Any termination of this Agreement or the licenses or Permits granted hereunder shall not release Salsgiver from any liability or obligation under this Agreement, past, present, or future.

10.3 Notices

Whenever notice is to be given by either party to the other, it shall be in writing and be deemed given when delivered in person or upon receipt or refusal of delivery when sent by certified mail, sent by U.S. mail, or sent by overnight delivery service addressed to the following:

For Licensor: North Pittsburgh Telephone Company
4008 Gibsonia Road
Gibsonia, PA 15044
Attention: OSP Engineering Manager

For Salsgiver: Salsgiver ~~Communications~~[Telecom](#), Inc.
301 5th Street
Freeport, PA 16229
Attention: Loren Salsgiver

A party to this Agreement who is an addressee may change its delivery address by providing the other party with written notice of such change.

10.4 Prior Agreements

This Agreement supersedes any previous agreements between Licensor and Salsgiver regarding application to use Licensor's Poles, but any liability or obligation of Salsgiver under a previous agreement or license shall not be relieved by the execution of this Agreement.

10.5 Assignment

Salsgiver may not assign, sell, sublet, sublicense or otherwise transfer any of its rights and licenses granted hereunder, whether voluntarily or by operation of law, without the prior, express written permission of Licensor, except that if Salsgiver merges with another company or transfers all, or substantially all, of its assets and property to another company, Salsgiver may assign to said company Salsgiver's rights, responsibilities and licenses obtained hereunder if written notice is given to the Licensor that is accompanied by the proposed written assignment and if the assignee is duly authorized to provide ~~GATV within the franchises which Salsgiver has acquired~~[telecommunication services for PUC permitted uses](#). Any other attempt at assignment shall be void and shall be deemed a material default and give rise to automatic termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

10.6 Survival of Terms

If any provision of this Agreement is held to be invalid, unenforceable, or ineffective by a final decision of a court of competent jurisdiction, all other provisions shall remain in full force and effect, and the parties will negotiate in good faith with respect to the equitable modification of the provision(s) held invalid. Any provision of this Agreement concerning liability for pole attachment removal, indemnification, or payment is assumed shall survive termination of this Agreement and/or of any license issued pursuant to this Agreement.

10.7 Hazardous Substances

Licensor hereby notifies Salsgiver that there may be hazardous substances or materials, such as asbestos, lead, lead products, lead combined with other materials, and polychlorinated biphenyls, in and around its Poles and facilities because of utility operations. In return for receiving the right to occupy Licensor's Poles, Salsgiver agrees

to indemnify, defend, and hold harmless Licensor, and its directors, employees, agents, subsidiaries, and affiliates from and against all loss, claims, damage, or liability, including property damage, remediation required by local, state, or federal laws or regulations, and violation of law or government regulation, asserted by any public authority or third party associated with the release of hazardous substances or exposure to persons by or attributable to the actions of the Salsgiver or its agents, including the actions of Licensor if Licensor is performing work requested or permitted under this Agreement for the account of Salsgiver, necessitated by the Salsgiver's presence on the Licensor's Poles, or arising under this Agreement; excepting only such losses, claims, damages or liability resulting from the gross negligence or willful misconduct of Licensor. Licensor will allow Salsgiver ID conduct any test necessary to determine if hazardous substances exist, and the tests and their results will be shared with and be at no cost to Licensor. Further, Licensor reserves the right to make all decisions regarding the discovery and presence of hazardous substances, including the right to refuse to grant Salsgiver the use of the Licensor's Poles if hazardous substances are discovered.

10.8 Work Activities

Salsgiver shall perform the work required hereunder during normal business hours and at such times and in such manner as to minimize interruptions and interference with Licensor's property and Licensor's activities.

10.9 Failure to Enforce

Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

10.10 Authorization Not Exclusive

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Salsgiver. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Licensor Pole.

10.11 Laws

This Agreement is to be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, excluding its rules relating to conflict of laws, and with any applicable federal law.

10.12 Taxes and Assessments

Each party shall pay all taxes and assessments lawfully levied on its property upon said jointly used Poles or facilities, and the taxes and assessments which are levied on Licensor's Poles shall be paid by Licensor, but any tax, fee or charge levied solely because of the use by Salsgiver shall be paid by Salsgiver with Licensor having no liability for said fees, taxes, or charges.

10.13 Headings

The headings used for the Articles of this Agreement are for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement.

10.14 Singular and Plural References

As used in this Agreement, references to the plural shall include the singular and references to the singular shall include the plural where appropriate.

10.15 No Third Party Beneficiaries

This Agreement shall inure solely to the benefit of Licensor and Salsgiver and shall not be enforceable by any third party.

10.16 Effective Date

This Agreement shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names as of the day and year first above written.

ATTEST/WITNESS:

SALSGIVER COMMUNICATIONS TELECOM, INC.

Secretary

By _____
Title: _____
Date: _____

ATTEST/WITNESS:

NORTH PITTSBURGH TELEPHONE COMPANY

Secretary

By _____
Title: _____
Date: _____

**APPENDIX I
SCHEDULE OF FEES AND CHARGES**

THIS APPENDIX I is a part of the foregoing Pole Attachment Agreement ("Agreement") between North Pittsburgh Telephone Company (Licensor) and Salsgiver [CommunicationsTelecom](#), Inc. (Salsgiver) and it contains fees and charges governing the right of use of the Licensor's Poles by Salsgiver.

Pole Attachments

As used herein the term "fee" refers to any payments for Pole attachment licenses specified in Section A of this APPENDIX I. The term "charge" shall include all other payments required of Salsgiver under the Agreement.

Section A) ATTACHMENT FEES

- 1) General
 - a) Attachment/installation license fees commence on the first day of the calendar month following the date the attachment license or Permit is issued. Such fees cease as of the final day of the calendar month preceding the month in which the removal of Salsgiver's Facilities is completed by either the Salsgiver or by the Licensor.
 - b) Fees shall be payable annually in advance when billed as set forth in Article VII.
 - c) For the purpose of computing the total attachment license fee due hereunder, the total fee shall be based upon the number of Poles for which licenses have been issued on the first day of January of each year. The first advance payment of the annual fee for the licenses issued under this Agreement shall include a proration from the first day of the month following the date the license was issued to the first regular annual payment date.

2) Fees

Pole Attachments	Annual Fee
------------------	------------

- a) Per Attachment per Pole \$5.00

Duct/Conduit Installations

- b) Per Duct/Conduit Section \$5.00

For the purposes of this charge, a "section" is a duct or conduit (as applicable) as it runs from manhole to manhole, handhole to handhole, or pedestal to pedestal or from manhole to handhole, handhole to pedestal, etc.

Section B) OTHER CHARGES

1) Computation

All charges for Make-Ready Survey, Make-Ready Work, inspections, rearrangement of Licensor's facilities, rearrangements or removal of Salsgiver's Facilities from Licensor's Poles, ducts, conduits and any and all other work performed for Salsgiver or otherwise authorized under this Agreement, shall be based upon the full cost and expense to Licensor of such work performed by Licensor or by an authorized representative of the Licensor, plus an amount not to exceed 10% of Licensor's full cost incurred thereby.

2) Pole Replacement

Replacement of any Pole by Licensor is at its sole discretion. Except as stated in Article V of the Agreement, the charge for replacement of a Pole required to accommodate Salsgiver's Facilities shall be Licensor's fully installed costs, plus costs associated with transferring of facilities, plus total cost of removal.

C) PAYMENT DUE

Failure to make all payments within thirty (30) days (or within such lesser time as may be provided for within the Agreement) after issuance of the bill therefore in the case of charges, or on the specified payment date in the case of fees, shall constitute a default of this Agreement.

Document comparison done by DeltaView on Thursday, October 13, 2005 9:49:24 AM

Input:	
Document 1	iManageDeskSite://PGHDMS/BUS_EST/217022/1
Document 2	iManageDeskSite://PGHDMS/BUS_EST/217022/2
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	28
Deletions	34
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	62



PERMIT # _____

SHEET 1 OF _____

APPLICATION FOR PERMIT TO ATTACH TO NPTC POLE(S)

NPTC ENGR. _____

W.O. # _____

TWP/BORO: _____

APPLICANT: _____

COUNTY _____

NOTICES:1. MAKE-READY WORK FOR APPLICANT'S ATTACHMENT(S) WILL BE IMPLMENTED BY NPTC AND MAY BE DONE OR OUT-SOURCED BY APPLICANT.

2. THE ISSUANCE OF A PERMIT TO ATTACH TO THE NPTC POLE(S) LISTED ON THE FOLLOWING SHEET(S) IS SUBJECT TO THE TERMS OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES DATED _____, APPLICANT'S PAYMENT OF ESTIMATED MAKE-READY COST OF \$_____ (WHICH AMOUNT INCLUDES TRAVEL COSTS OF \$_____), AND APPLICANT'S PRIOR SUBMISSION OF REQUIRED INSURANCE.

3. IF AN EXISTING USER MUST REARRANGE ITS ATTACHMENT(S) IN ORDER TO ACCOMMODATE APPLICANT, THE APPLICANT WILL BE RESPONSIBLE FOR THE COST OF THAT REARRANGEMENT.

NOTICES SIGNED BY: _____

TITLE: OSP ENGINEERING MANAGER, NPTC

DATE: _____

(NOTICE: BY ITS SIGNATURE BELOW AND BY PROVIDING A CHECK IN THE AMOUNT OF THE ESTIMATED MAKE-READY COST, THE APPLICANT AUTHORIZES NPTC TO PROCEED WITH THE MAKE-READY WORK.)

SUBMITTED FOR THE APPLICANT BY : (NAME) _____

SIGNATURE : _____ TITLE: _____

DATE: _____ COMPANY: _____

TO BE COMPLETED BY NPTC ONLY AFTER RECEIPT OF REQUIRED INFORMATION & CHECK:

THIS ATTACHMENT PERMIT IS HEREBY GRANTED ON: _____

TOTAL POLES THIS PERMIT: _____ POLES ARE SHOWN ON ATTCHED SHEET(S).

*THE ABOVE TOTAL INCLUDES ALL POLE ATTACHMENTS AS PER THE ATTACHED SCHEDULE.

TOTAL POLES ADDED TO ANNUAL BILLING THIS PERMIT: _____

THE ABOVE TOTAL INCLUDES ONLY POLE ATTACHMENTS THAT HAVE NOT BEEN BILLED ON A PREVIOUS PERMIT.

NORTH PITTSBURGH TELEPHONE COMPANY

SIGNED BY: _____

TITLE: OSP ENGINEERING MANAGER



Permit #: _____
 Work Order #: _____
 Date: _____

NOTIFICATION OF REMOVAL BY LICENSOR

In accordance with the terms of Agreement dated _____, North Pittsburgh Telephone Company has removed its attachments from the following pole(s):

Location: _____
 (City, Borough or Township and County)

Pole Numbers	Pole Locations (Road Name)

Please fill out and return the form to advise whether your company will:
 (1.) Remove your attachments so that the pole(s) may be removed, or
 (2.) Apply for rental from _____ Company.

North Pittsburgh Authorization

 OSP Engineering Supervisor

1. The _____ Company will remove its attachments so that the pole(s) may be removed. Remove (s) from permit # _____.

2. The _____ Company will apply for rental from _____ Company. Remove (s) from permit # _____.

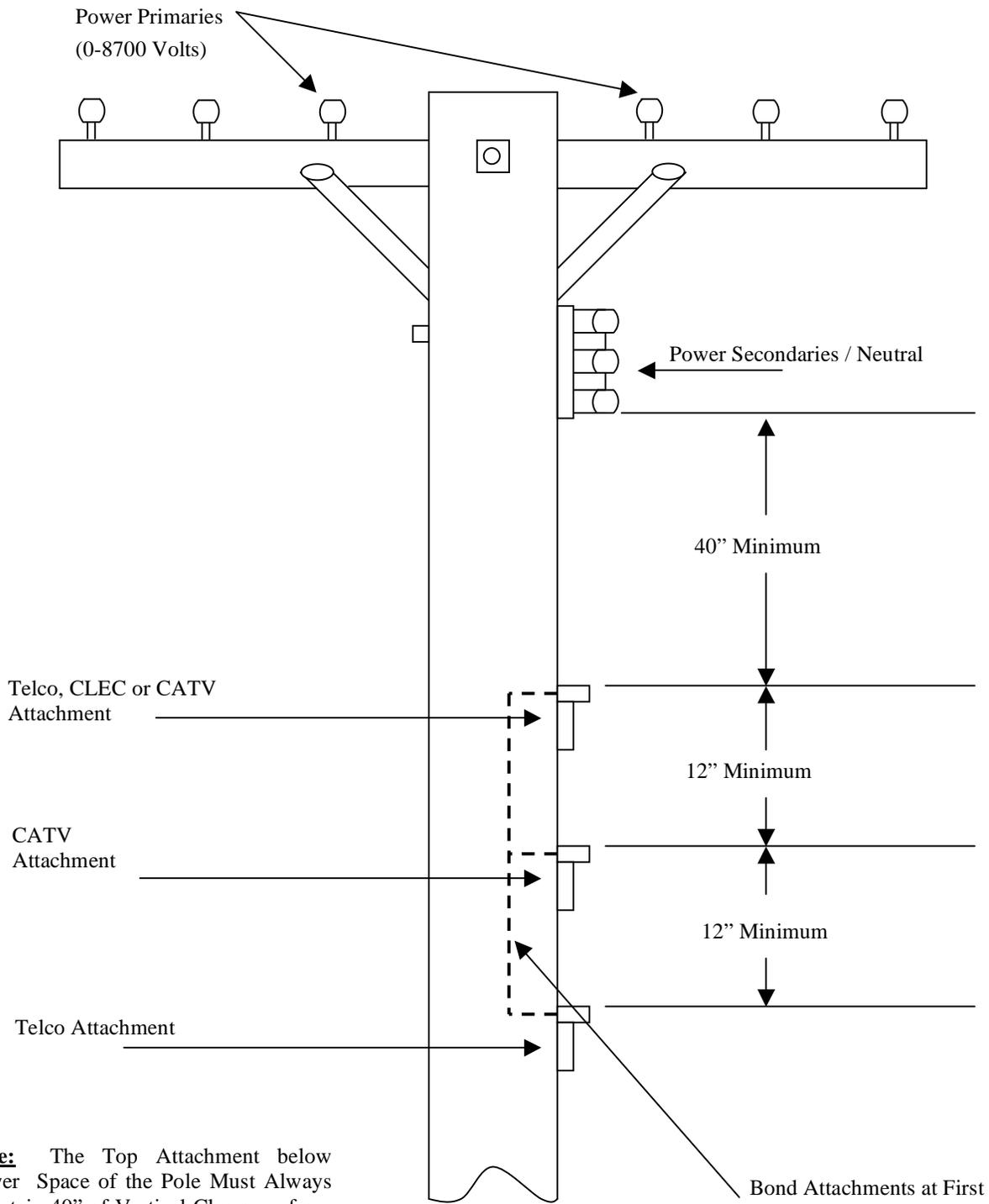
For Licensee:

Signed by: _____

Date: _____

ATTACHMENTS OF CATV OR COMMUNICATIONS CABLES TO POLES

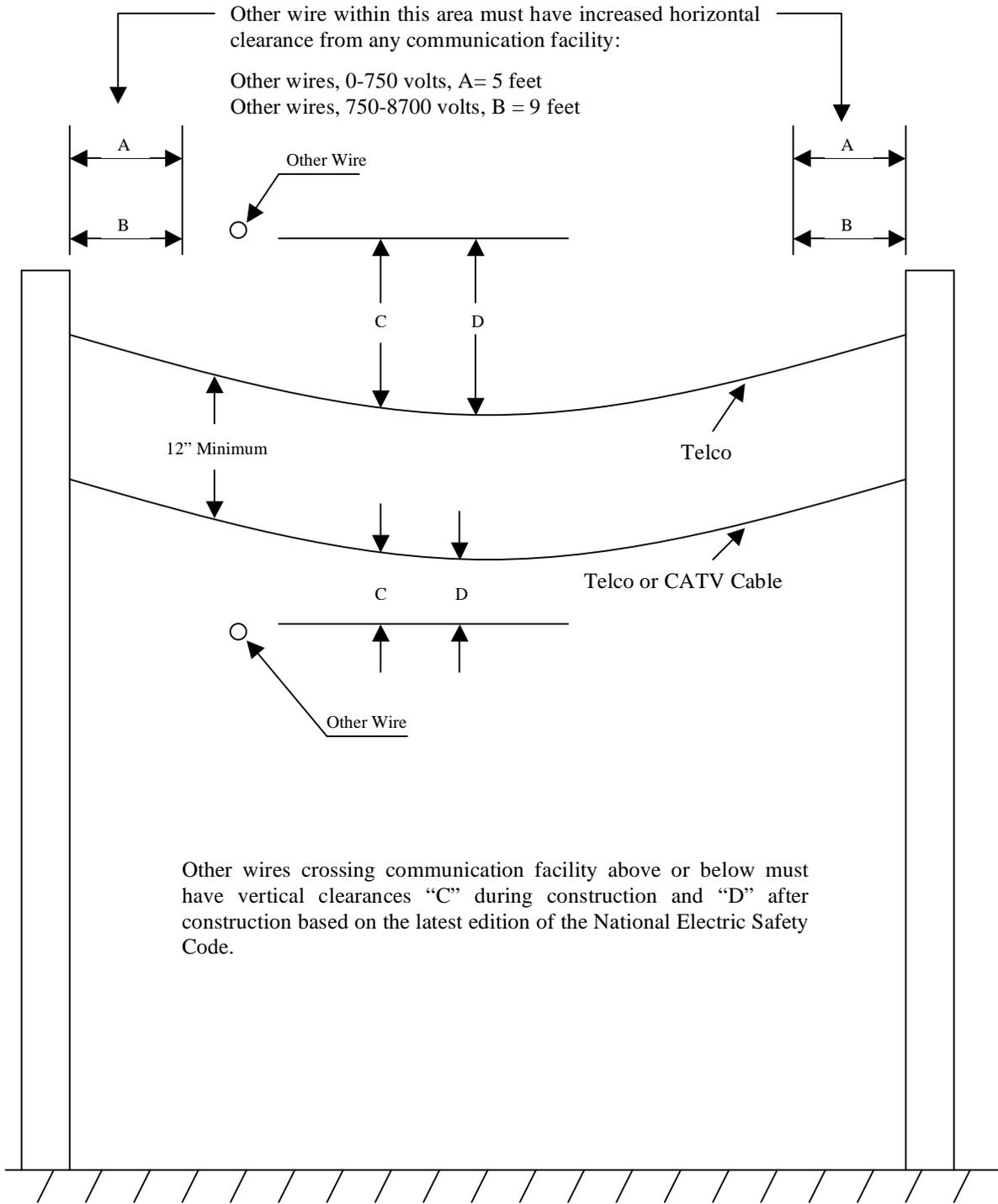
Vertical Clearances Between Power & CATV/Communications



Note: The Top Attachment below Power Space of the Pole Must Always Maintain 40" of Vertical Clearance from Any and All Power Equipment (Transformers, Capacitor Banks, etc.) and/or Attachments (Wires, Cables, Light Brackets, etc).

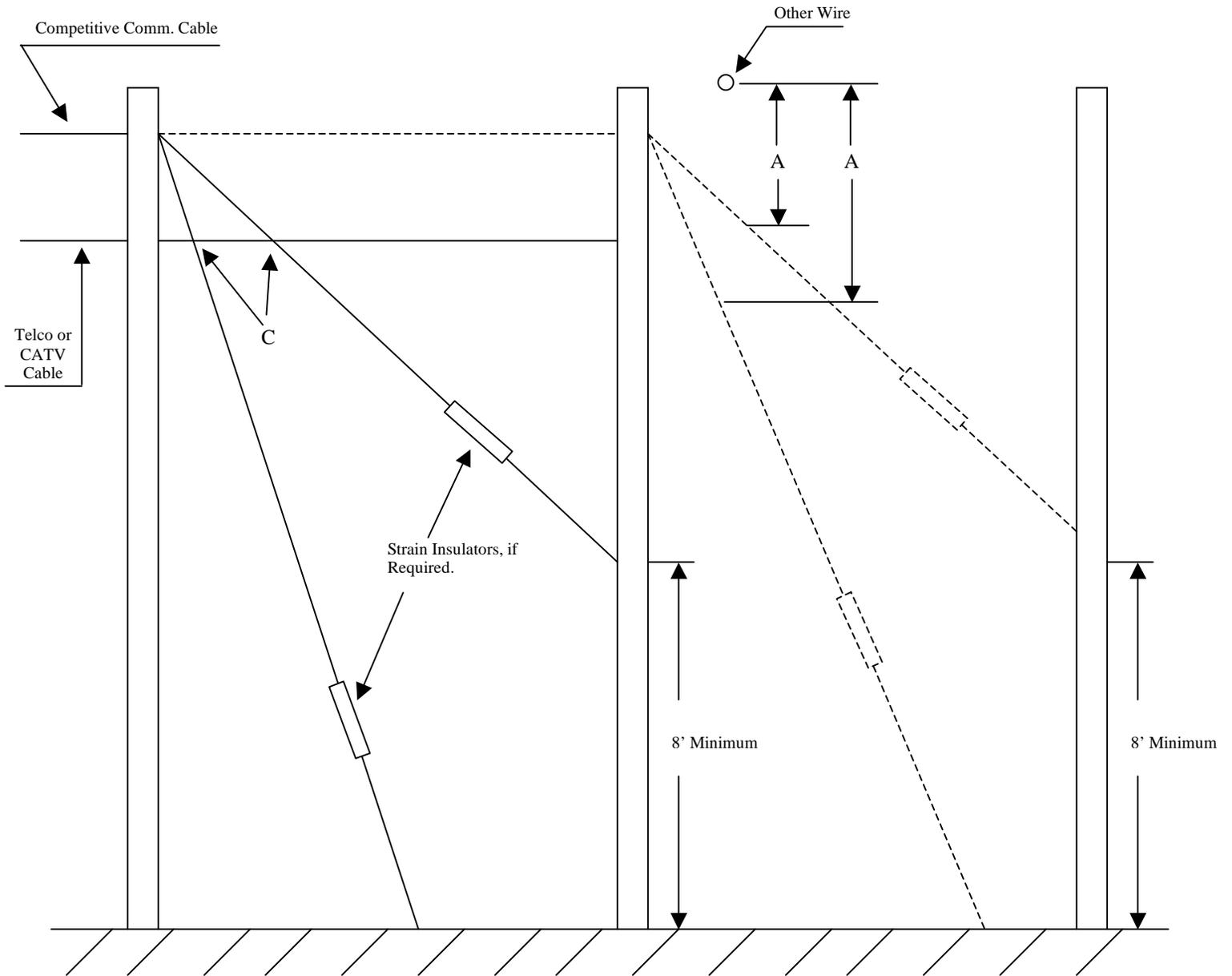
ATTACHMENT OF CATV OR TELECOM CARRIER FACILITIES TO POLES

Clearance for Cables Crossing Other Wires



ATTACHMENT OF CATV OR TELECOM CARRIER FACILITIES TO POLES

Clearance for Guys Crossing Above or Below Other Wires

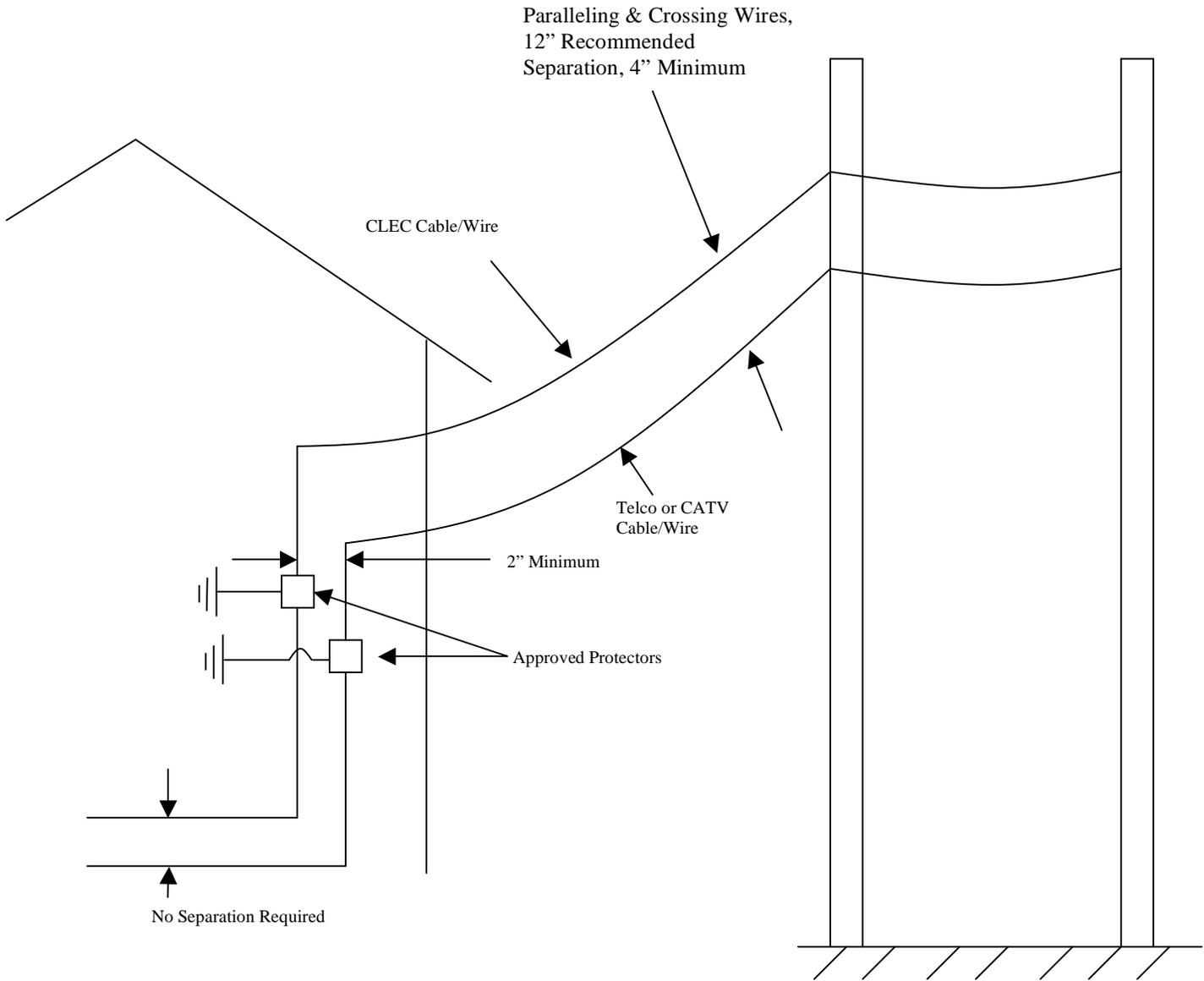


Notes:

1. Guys crossing above or below other wires must have vertical clearances (shown as "A" above) based on the latest edition of the National Electric Safety Code.
2. Guys at point "C" must clear telephone and/or CATV plant by 3" minimum.

ATTACHMENT OF CATV OR TELECOM CARRIER FACILITIES TO POLES

Station Wiring – Clearances and Protection



Notes:

Grounding of Protector(s) must be done in accordance to latest edition of National Electric Safety Code.

Any ungrounded power system should be reported to:

1. Customer
2. Power Company
3. Telephone Company
4. CATV Company

COPY



PERMIT # SGR-1
SHEET 1 OF 3

CATV SYSTEM APPLICATION FOR PERMIT TO ATTACH TO NPTC POLE(S)

NPTC ENGINEER NICK KUZY

W.O. # 250114

TWP/BORO: FREEPORT BORO

APPLICANT: SALSGIVER COMMUNICATIONS, INC.

COUNTY ARMSTRONG

NOTICES:

1. MAKE-READY WORK FOR APPLICANT'S ATTACHMENT(S) WILL BE IMPLEMENTED BY NPTC AND MAY NOT BE DONE OR OUT-SOURCED BY APPLICANT.
2. THE ISSUANCE OF A PERMIT TO ATTACH TO THE NPTC POLE(S) LISTED ON THE FOLLOWING SHEET(S) IS SUBJECT TO THE TERMS OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES DATED _____, APPLICANT'S PAYMENT OF ESTIMATED MAKE-READY COST OF \$ 5,741.00 (WHICH AMOUNT INCLUDES ENGINEERING COSTS OF \$ 1,475.00), AND APPLICANT'S PRIOR SUBMISSION OF REQUIRED CERTIFICATE(S) OF INSURANCE.
3. IF AN EXISTING USER MUST REARRANGE ITS ATTACHMENT(S) IN ORDER TO ACCOMMODATE APPLICANT, THEN APPLICANT WILL BE RESPONSIBLE FOR THE COST OF THAT REARRANGEMENT.

NOTICES SIGNED BY: [Signature]
TITLE: OSP ENGINEERING MANAGER, NPTC
DATE: 7/13/07

TO BE COMPLETED BY APPLICANT:
CATV HEADEND STREET ADDRESS: _____

FRANCHISOR: _____ (ATTACH COPY OF FRANCHISE ORD./AGREEMENT)

GUID NO:

(NOTICE: BY ITS SIGNATURE BELOW AND BY PROVIDING A CHECK IN THE AMOUNT OF THE ESTIMATED MAKE-READY COST, THE APPLICANT AUTHORIZES NPTC TO PROCEED WITH THE MAKE-READY WORK.)

SUBMITTED FOR THE APPLICANT BY: (NAME) _____

SIGNATURE: _____ TITLE: _____

DATE: _____ COMPANY: _____

TO BE COMPLETED BY NPTC ONLY AFTER RECEIPT OF REQUIRED INFORMATION & CHECK:
THIS ATTACHMENT PERMIT IS HEREBY GRANTED ON: 24
TOTAL POLES THIS PERMIT: _____ POLES ARE SHOWN ON ATTACHED SHEET(S)

***THE ABOVE TOTAL INCLUDES ALL POLE ATTACHMENTS AS PER THE ATTACHED SCHEDULE.**
TOTAL POLES ADDED TO ANNUAL BILLING THIS PERMIT: 24

****THE ABOVE TOTAL INCLUDES ONLY POLE-ATTACHMENTS THAT HAVE NOT BEEN BILLED ON A PREVIOUS PERMIT.****

NORTH PITTSBURGH TELEPHONE COMPANY

SIGNED BY: _____
TITLE: OSP ENGINEERING SUPERVISOR

CATV SYSTEM APPLICATION FOR PERMIT TO ATTACH TO THE FOLLOWING NPTC POLE(S):

PERMIT # SGR-1
 SHEET 2 OF 3
 Franchisor municipality is: Freeport Boro

POLE #	EXCH.	PERMIT #	NO. OF ATTACH.	LOCATION OF POLE IN FRANCHISE	CHANGES ON POLE REQUESTED BY APPL.	EST. COST OF CONSTRUCTION
51056	295	SGR-1	1	FIFTH STREET	N/A	\$0
51057	295	SGR-1	1	FIFTH STREET	LOWER FACILITIES	\$540
50238	295	SGR-1	1	FIFTH STREET	N/A	\$0
50108	295	SGR-1	1	FIFTH STREET	LOWER FACILITIES	\$432
50109	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50110	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50111	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50112	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50113	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50114	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50115	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50116	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50117	295	SGR-1	1	BUFFALO STREET	LOWER FACILITIES	\$540
50118	295	SGR-1	1	BUFFALO STREET	N/A	\$0
57938	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50290	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50291	295	SGR-1	1	BUFFALO STREET	N/A	\$0
50292	295	SGR-1	1	BUFFALO STREET	LOWER FACILITIES	\$216
50293	295	SGR-1	1	BUFFALO STREET	LOWER FACILITIES	\$1,242
50325	295	SGR-1	1	OLD PIKE ROAD	LOWER FACILITIES	\$432
50326	295	SGR-1	1	FREEPORT ROAD	N/A	\$0
50327	295	SGR-1	1	FREEPORT ROAD	LOWER FACILITIES	\$432
20329	295	SGR-1	1	FREEPORT ROAD	N/A	\$0

INSTRUCTIONS: 1. Complete columns headed "Pole #", "Location of Pole in Franchise" (e.g. street, twp.), and "Changes on Pole requested by Appl." (new attachment, rearrangement, moves, etc.). Poles should be listed in consecutive order. [Note: NPTC reserves the right to strike from this sheet any pole deemed unavailable or unsuitable for attachment.]
 2. Attach Application Survey described in Agreement.
 3. Sign and complete below.

THIS APPLICATION IS MADE FOR _____ (company)
 BY: (Name): _____ TITLE: _____ DATE: _____
 SIGNED: _____

COPY



PERMIT # SGR-2
SHEET 1 OF 2

CATV SYSTEM APPLICATION FOR PERMIT TO ATTACH TO NPTC POLE(S)

NPTC ENGINEER NICK KUZY

W.O. # 250114

TWP/BORO: BUFFALO TWP.

APPLICANT: SALSGIVER COMMUNICATIONS, INC.

COUNTY BUTLER

NOTICES:

1. MAKE-READY WORK FOR APPLICANT'S ATTACHMENT(S) WILL BE IMPLEMENTED BY NPTC AND MAY NOT BE DONE OR OUT-SOURCED BY APPLICANT.
2. THE ISSUANCE OF A PERMIT TO ATTACH TO THE NPTC POLE(S) LISTED ON THE FOLLOWING SHEET(S) IS SUBJECT TO THE TERMS OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES DATED _____, APPLICANT'S PAYMENT OF ESTIMATED MAKE-READY COST OF \$ 2,720.00 (WHICH AMOUNT INCLUDES ENGINEERING COSTS OF \$ 236.00), AND APPLICANT'S PRIOR SUBMISSION OF REQUIRED CERTIFICATE(S) OF INSURANCE.
3. IF AN EXISTING USER MUST REARRANGE ITS ATTACHMENT(S) IN ORDER TO ACCOMMODATE APPLICANT, THEN APPLICANT WILL BE RESPONSIBLE FOR THE COST OF THAT REARRANGEMENT.

NOTICES SIGNED BY: *[Signature]*
TITLE: OSP ENGINEERING MANAGER, NPTC
DATE: 7/13/07

TO BE COMPLETED BY APPLICANT:

CATV HEADEND STREET ADDRESS: _____

FRANCHISOR: _____ (ATTACH COPY OF FRANCHISE ORD./AGREEMENT)

CUID NO:

(NOTICE: BY ITS SIGNATURE BELOW AND BY PROVIDING A CHECK IN THE AMOUNT OF THE ESTIMATED MAKE-READY COST, THE APPLICANT AUTHORIZES NPTC TO PROCEED WITH THE MAKE-READY WORK.)

SUBMITTED FOR THE APPLICANT BY: (NAME) _____

SIGNATURE: _____

TITLE: _____

DATE: _____

COMPANY: _____

TO BE COMPLETED BY NPTC ONLY AFTER RECEIPT OF REQUIRED INFORMATION & CHECK:

THIS ATTACHMENT PERMIT IS HEREBY GRANTED ON: 11

TOTAL POLES THIS PERMIT: _____ POLES ARE SHOWN ON ATTACHED SHEET(S)

***THE ABOVE TOTAL INCLUDES ALL POLE ATTACHMENTS AS PER THE ATTACHED SCHEDULE.**

TOTAL POLES ADDED TO ANNUAL BILLING THIS PERMIT: 11

****THE ABOVE TOTAL INCLUDES ONLY POLE ATTACHMENTS THAT HAVE NOT BEEN BILLED ON A PREVIOUS PERMIT.****

NORTH PITTSBURGH TELEPHONE COMPANY

SIGNED BY: _____
TITLE: OSP ENGINEERING SUPERVISOR

COPY



PERMIT # SGR-3
SHEET 1 OF 3

CATV SYSTEM APPLICATION FOR PERMIT TO ATTACH TO NPTC POLE(S)

NPTC ENGINEER NICK KUZY

W.O. # 250114

TWP/BORO: HARRISON TWP.

APPLICANT: SALSGIVER COMMUNICATIONS, INC.

COUNTY ALLEGHENY

NOTICES:

1. MAKE-READY WORK FOR APPLICANT'S ATTACHMENT(S) WILL BE IMPLEMENTED BY NPTC AND MAY NOT BE DONE OR OUT-SOURCED BY APPLICANT.
2. THE ISSUANCE OF A PERMIT TO ATTACH TO THE NPTC POLE(S) LISTED ON THE FOLLOWING SHEET(S) IS SUBJECT TO THE TERMS OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES DATED _____, APPLICANT'S PAYMENT OF ESTIMATED MAKE-READY COST OF \$ 9,180.00 (WHICH AMOUNT INCLUDES ENGINEERING COSTS OF \$ 1,566.00), AND APPLICANT'S PRIOR SUBMISSION OF REQUIRED CERTIFICATE(S) OF INSURANCE.
3. IF AN EXISTING USER MUST REARRANGE ITS ATTACHMENT(S) IN ORDER TO ACCOMMODATE APPLICANT, THEN APPLICANT WILL BE RESPONSIBLE FOR THE COST OF THAT REARRANGEMENT.

NOTICES SIGNED BY: *Halton D. White*
 TITLE: OSP ENGINEERING MANAGER, NPTC
 DATE: 7/13/07

TO BE COMPLETED BY APPLICANT:
 CATV HEADEND STREET ADDRESS: _____

FRANCHISOR: _____ (ATTACH COPY OF FRANCHISE ORD./AGREEMENT)

CUID NO:

(NOTICE: BY ITS SIGNATURE BELOW AND BY PROVIDING A CHECK IN THE AMOUNT OF THE ESTIMATED MAKE-READY COST, THE APPLICANT AUTHORIZES NPTC TO PROCEED WITH THE MAKE-READY WORK.)

SUBMITTED FOR THE APPLICANT BY: (NAME) _____

SIGNATURE: _____ TITLE: _____

DATE: _____ COMPANY: _____

TO BE COMPLETED BY NPTC ONLY AFTER RECEIPT OF REQUIRED INFORMATION & CHECK:

THIS ATTACHMENT PERMIT IS HEREBY GRANTED ON: 41
 TOTAL POLES THIS PERMIT: _____ POLES ARE SHOWN ON ATTACHED SHEET(S)

***THE ABOVE TOTAL INCLUDES ALL POLE ATTACHMENTS AS PER THE ATTACHED SCHEDULE.**

TOTAL POLES ADDED TO ANNUAL BILLING THIS PERMIT: 41

****THE ABOVE TOTAL INCLUDES ONLY POLE ATTACHMENTS THAT HAVE NOT BEEN BILLED ON A PREVIOUS PERMIT.****

NORTH PITTSBURGH TELEPHONE COMPANY

SIGNED BY: _____
 TITLE: OSP ENGINEERING SUPERVISOR

CATV SYSTEM APPLICATION FOR PERMIT TO ATTACH TO THE FOLLOWING NPTC POLE(S):

PERMIT # SGR-3
SHEET 2 OF 3

Franchisor municipality is: Harrison Twp.

POLE #	EXCH.	PERMIT #	NO. OF ATTACH.	LOCATION OF POLE IN FRANCHISE	CHANGES ON POLE REQUESTED BY APPL.	EST. COST OF CONSTRUCTION
50344	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$594
50345	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$432
50346	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$432
50347	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$432
50348	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$432
50349	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
50350	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$432
50351	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$432
50352	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
53632	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
54693	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
53366	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$324
52139	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$1,188
52140	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
52141	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
52142	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$432
52143	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
52144	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
52145	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
53377	295	SGR-3	1	FREEPORT ROAD	LOWER FACILITIES	\$432
52147	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
52148	295	SGR-3	1	FREEPORT ROAD	N/A	\$0
52149	295	SGR-3	1	FREEPORT ROAD	N/A	\$0

INSTRUCTIONS: 1. Complete columns headed "Pole #", "Location of Pole in Franchise" (e.g. street, twp.), and "Changes on Pole requested by Appl." (new attachment, rearrangement, moves; etc.). Poles should be listed in consecutive order. [Note: NPTC reserves the right to strike from this sheet any pole deemed unavailable or unsuitable for attachment.]
2. Attach Application Survey described in Agreement.
3. Sign and complete below.

THIS APPLICATION IS MADE FOR _____ (company)
BY: (Name): _____ TITLE: _____ DATE: _____
SIGNED: _____

